

PROFESSIONAL AGREEMENT

between

Lima Education Association/OEA/NEA

and

***Lima City Schools
Board of Education***

July 1, 2014 – June 30, 2016

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PREAMBLE

WHEREAS, the Board of Education of the Lima City Schools and the Lima Education Association believe it is their mutual responsibility to provide the students of Lima City Schools a quality educational opportunity based upon the mission of the Lima City Schools and requirements of the State of Ohio; and

WHEREAS, the Board of Education of the Lima City Schools and the Lima Education Association believe it is beneficial to share an understanding of the working conditions for this mission; and

WHEREAS, the Board of Education of the Lima City Schools and the Lima Education Association recognize the statutory obligations of the Ohio Revised Code; and

WHEREAS, The Board of Education of the Lima City Schools and the Lima Education Association have reached certain common understandings which they desire to adopt; therefore,

in consideration of the following mutual stipulations, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Lima City Schools Board of Education, hereinafter the "Board," hereby recognizes the Lima Education Association, OEA/NEA Local, hereinafter the "Association," as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code.

Representation shall include all certified/licensed employees.

Exclusions shall include: Assistant Superintendents, Directors, Psychologists, Principals, Associate/Assistant Principals, Supervisors and all personnel holding similar positions with the Board.

Definitions:

Board – Lima City Schools Board of Education or designee

Employee – All persons covered by the terms of this Agreement.

Days – Calendar days except where otherwise noted in this Agreement.

Good Faith – requires that the Board and Association be willing to react to each other's proposals with the intent to reach Agreement.

ARTICLE II

MANAGEMENT RIGHTS

- A. Except as specifically modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself all powers, rights and authority, duties and responsibilities conferred upon and vested in them by the Ohio Revised Code, the Constitution of the State of Ohio and the laws and Constitution of the United States including but not limiting to, by way of illustration, management's right to:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure.
 2. Hire, assign, direct, schedule, supervise and evaluate teachers.
 3. Maintain and improve the efficiency and effectiveness of school operations.
 4. Determine the methods, processes, means and personnel by which school operations are to be conducted.
 5. Suspend, discipline, demote or terminate teachers for just cause.
 6. Lay-off, transfer, promote or retain teachers.
 7. Determine the adequacy of the workforce.
 8. Determine the overall mission of the school district as an educational unit.
 9. Effectively manage the workforce.
 10. Take actions to carry out the mission of the school district.
 11. Determine the work hours of teachers, the instructional hours and grading periods for students.
 12. Direct, assign and schedule students.
- B. The Board is not required to bargain on subjects reserved to the management and discretion of the District except those affecting wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of this agreement.

That is, the Board may make decisions with respect to the aforementioned management rights without prior negotiations or agreement with the Association, but the Board is obligated to bargain about any changes that affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of the Agreement.

ARTICLE III

ASSOCIATION RIGHTS

A. The Association shall have the following rights:

1. Two (2) copies of each board meeting agenda and one (1) copy of the official meeting minutes.
2. Use of building bulletin boards and the installation of an Association bulletin board in teachers' lounges for exclusive use.
3. Payroll deduction of Association dues.
4. Organizational announcements in faculty meetings and faculty bulletins to instructional staff as is in keeping with normal school communication procedures.
5. Time at all general instructional staff or building level meetings shall be made available for Association announcements.

Nothing in this Agreement shall deny or restrict any individual's rights as provided by the Ohio Revised Code, Ohio Law or United States Law unless specifically stated and permitted by law.

If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force.

The Association and Board will meet to discuss issues of concern on a regularly scheduled basis.

The Board will regularly communicate any changes in working conditions being considered.

Leave will also be granted to Association members who are subpoenaed to attend grievance, arbitration hearings and/or Unfair Labor Practice hearings.

Unless specifically agreed by the Board, only the Association president and three other members may be on leave the same day. Association members who attend such meetings, conferences, arbitration hearings and/or Unfair Labor Practice hearings shall be considered assigned to duty with full payment of salary and benefits. Approved leave will not be deducted from accrued or earned sick leave or personal leave.

B. Meetings

1. Meetings for Elected and Appointed Officials of Professional Associations - Employees who are elected as officers, appointed as committee members, or elected delegates in their professional state or national associations or affiliated organizations to their state or national associations, may attend official meetings of those bodies which are required of them in their elected or appointed positions without loss of pay. No expenses for such meetings, other than substitute services, shall be paid by the Board and shall be limited to twenty (20) days of substitute pay.
2. The president of the Association will be allowed to choose from one of the following:
 - a. The president of the Association will be provided with two (2) periods of unassigned time each week during each school year. The cost of this agreement will be computed as follows: 2/5 of 1/7 of the president's salary and retirement contributions as an employee, minus four (4) days of substitute salary costs. This computation will be made by the treasurer and will be paid to the Lima City School District by the Association.
 - b. Change the regularly scheduled hours of employment to a mutually agreed time schedule between the president and the Association involved and the building principal with the consent of the Superintendent. This new schedule will allow for two (2) unassigned periods at no cost to the Association.
3. Upon application, an unpaid leave of absence may be granted to an employee in the bargaining unit for the purpose of serving in an Association elected office at the state or national level. Such leave shall be for a period of time not less than the full term of office held.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Probationary Period - Ohio Revised Code Section 3319.11 shall apply to teachers' contracts.

An employee desiring continuing contract status must apply in accordance with these procedures:

1. The employee must first notify the Board of his/her intent to apply for professional certification/licensure on or before October 1, of the school year in which his/her limited contract is expiring. The building principal will provide the employee with a form requesting written information regarding: recent education, certificates/licenses held, subjects and/or grades taught in the same or other buildings, and other information the employee desires to submit in support of his/her request for continuing contract, such as service on building or district-wide committees, references and evidence of instructional effectiveness. The building principal shall also indicate on this form if support of a continuing contract can be given.
2. An employee who notifies the Board on or before October 1 of his/her intention to obtain professional certification/licensure and who completes all requirements in this section prior to the following March 1, shall be considered for continuing contract at the March board meeting. An employee who has given such notification and completed all requirements prior to November 1 of the following year shall be considered at the November board meeting.

- B. Equal Employment and Opportunities - Employment practices in the Lima City School District shall be in accordance with federal and state laws, specifically Title VI and VII (Civil Rights Act of 1964), Equal Pay Act of 1963, Title IX (Education Amendments of 1972), and Section 504 of the Rehabilitation Act of 1973, and all such practices, consistent with the total educational program, shall reflect a dedication to providing equal employment opportunities without regard to race, color, creed, national origin, sex, or handicap as defined by these laws; all employment applications and notices shall carry the label "An Equal Opportunity Employer, M/F, Handicapped."

- C. Student Teachers - Student teachers will be assigned to only a fully certificated/licensed employee having three (3) or more years of teaching experience with at least one (1) year of experience in the present assignment. Remuneration of all approved critic employees shall be in accordance with contractual arrangements between the Lima City Board of Education and various employee training institutions. Currently, for all colleges with the exception of The

Ohio State University, such remuneration shall be by individual checks written by the college to the critic employee covering the fully agreed upon stipend with checks delivered to the Board of Education and subsequent delivery to the concerned employee.

1. OSU Agreement - The Lima City School District and The Ohio State University have entered into an agreement to provide fee authorization credits based on the type of field experience which occurs in the school district site and on the number of hours of student time spent in the field setting.

The credits earned will be applied through the use of tuition authorization cards to cover up to 2/3 of the cost of enrollment for the certificated/licensed employee.

The guidelines for distribution of the tuition authorization credits as developed by the Board, and the Association president, will be followed to determine appropriate dissemination of these credits to staff members.

The remuneration for employee-training experiences will be developed by the university and the school district and will be followed accordingly.

2. Critic Teachers - All fully certificated/licensed teachers meeting above criteria will be allowed to volunteer on the appropriate form, subject to approval of the Board at the beginning of each school year critic teaching assignments; thereafter, it will be assumed that the teacher's approval continues unless specifically revoked by the teacher.

Assignments for both required field experience and student teachers will be made cooperatively by principals, Board, and college supervisors based upon principles of equitability, registered needs of college students, travel, fair involvement for all local colleges and universities, continued cooperation by the volunteer critic teachers, and the needs of the local school system, particularly students. Both the college supervisors and Board retain the right to remove any student teacher whose performance is considered detrimental to the progress of Lima students.

The Association pledges full support of the field experience and student teaching programs mandated by the State Department of Education standards.

D. Personnel Files

1. Access
 - a. Ohio Revised Code and Board policy shall govern all public access to personnel files.

2. Employee Examination

- a. An employee shall have the right to examine their personnel file in the presence of a member of the Personnel Office after a minimum of two (2) hours notice to the Board.
- b. An employee shall be entitled to a copy, at personal expense, of any materials in their personnel file except for materials originally supplied to the Board as confidential previous to employment.
- c. An employee may file a written explanation to any derogatory statements that must remain on file.

3. Adverse Notation

- a. When an administrator finds it necessary to make an adverse notation in an employee's personnel file, the employee shall be allowed to:
 - (1) Read such notation and affix a signature indicating they have read the notation, but not necessarily agreeing with the notation; and
 - (2) have the right to answer such notation in writing and the answer shall be attached to the file notation.
 - (3) Upon notification from the employee, adverse notations will be removed from the employee's personnel file after twelve (12) months (excluding June, July and August), if there have been no other adverse notations placed in the employee's file based on incidents or issues that occurred during the twelve (12) month period. Evaluations shall not be considered "adverse notations".

4. Prohibited Material

- a. Anonymous letters or materials shall not be placed in an employee's personnel file.

5. Removal of Materials

- a. Materials may be removed from an employee's file by consent of the Board through a grievance settlement.

6. File Location

- a. All district personnel records will be maintained at the District's Personnel Office.

E. Seniority

1. Accrual

- a. Seniority shall begin to accrue from the Board hire date. Seniority shall accrue for all time an employee is on active pay status or receiving Workers' Compensation benefits.
- b. Seniority shall not accrue when on inactive pay status (unpaid leave, layoff, etc.), but shall not constitute a break in seniority.
- c. Seniority accrued shall equal:
 - (1) One (1) year for each minimum full-time standard as defined in the Agreement.
 - (2) partial year equivalent to the part-time position assignment and equal to credit earned through STRS; and
 - (3) no employee shall accrue more than one (1) year seniority in a work year.

2. Lost

- a. Seniority shall be lost when an employee retires, resigns, is discharged for cause or otherwise leaves the employment of the Board.

3. Tie Breaker

- a. A tie in seniority shall occur when two (2) or more employees have had contracts approved by the Board on the same day.
- b. Ties will be broken by the date and time indicated on the individual's Intent to Hire form.

4. Posting

- a. The Association seniority list shall be posted and provided to the Association president by December 1st each year. The Board shall prepare and provide the Association with copies for each district building.

- b. The seniority list shall include: the Board hire date, contract status and areas of certification/licensure.
 - c. Employees shall be listed in order of seniority with those holding continuing contracts listed first.
- 5. Corrections
 - a. Each employee shall have fifteen (15) working days after the posting of the seniority list to advise the Board in writing regarding any inaccuracies that may affect the employee's seniority.
 - b. The Board shall investigate all reported inaccuracies and make any required adjustments, if substantiated.
 - c. No corrections shall be considered after the fifteen (15) working days after the seniority list posting and the seniority list shall be deemed final.

ARTICLE V

ASSIGNMENT AND TRANSFER

- A. Vacancies - The following procedure will apply:
 - 1. Preparation, through use of the February Preliminary Staffing Report, maintenance and distribution to all administrators including the Superintendent, who may be involved in the selection and hiring process, of a list of all certificated/licensed personnel who desire to be considered for counseling, coordinating, and other specialized certificated/licensed fields.
 - 2. Preparation and distribution to all buildings, the Association office, the Educational Center bulletin board, hotline and web site of all listings to be filled.
 - 3. Acceptance of applications for all such positions and response to informational inquiries about such positions either from the Association or from any employees.
 - 4. Individual employees have the responsibility for keeping their certification/licensure and resumes current and for keeping the Board actively informed in writing by January 1, and on a yearly basis, of their interest in a change of position.

5. A supplemental position held by the Association shall not be considered vacant unless the Board intends to consider applicants other than the person who held the position during the preceding school year.
6. Counselors (who work extended schedules) will not automatically be excluded from consideration for supplemental contracts.
7. If someone outside the bargaining unit holds a supplemental position, that position will be posted when vacant.

Through the procedure outlined above, all employees shall have the opportunity to register their interest in all teaching, counseling and coordinating positions and be assured of written notification of applicable openings. Positions will be posted for five (5) work days during the school year. During the summer, positions will be posted for ten work days. All applications must be received within the posting timelines.

B. Assignment and Transfer of Employees - Each employee of the Board shall be assigned to a specific position by or under the direction of the superintendent and may be transferred to any other position for which he/she is qualified. Such transfers shall not be arbitrary or capricious. Transfers may be made for any purpose, which, in the judgment of the superintendent, is for the welfare of the employee or the schools. Any employee who is transferred from one building to another or from one position to another will be granted the courtesy of a conference before the transfer is made.

1. Voluntary Transfer – When employees wish to request a transfer, the following steps are to be followed:
 - a. An employee may submit transfer request for more than one specific position or submit an open request indicating personal desires.
 - b. Transfers will be submitted on applications for transfer supplied by the Board and placed in each school; to establish eligibility for consideration the applicant must properly file such requests for transfers within thirty (30) days of the receipt date for Preliminary Employees Form or March 31 of the year, whichever is later. For any new positions that are created, an application period of one (1) week would be allowed for transfers.
 - c. When a decision has been made concerning the transfer, the employee will be notified within fourteen (14) days. All requests for transfer from current employees shall be considered and processed prior to beginning the interview and selection process of outside candidates.

- d. When an employee transfers to a new building, the physical facilities and instructional materials will be comparable to other rooms in the same building.
 - e. When such transfer is made during the 184-day contract period and involves a transfer within a building, the employee will be granted one (1) day of professional leave and assistance with the move. When an employee is transferred to a different building, the employee will be granted two (2) days of professional leave and assistance with the move.
2. Involuntary Transfer - When the District is considering an involuntary transfer of an employee, the following steps are to be followed:
- a. When the situation is first identified, the employee will be informed and a conference will be held with the employee and the appropriate administrator to suggest steps to correct the situation. Within one (1) week of the conference, the administrator will provide the employee with written objectives for improvement.
 - b. If all constructive means to remedy the situation are ineffective, the principal will fill out an official form stating the reasons and justifications for the transfer request. The request should be signed by the employee, but will not be interpreted to mean agreement with the request.
 - c. Employees who are to be transferred involuntarily are to be informed in writing before the end of the school year.
 - d. When such transfer is made during the 184-day contract period and involves a transfer within a building, the employee will be granted one (1) day of professional leave and assistance with the move. When an employee is transferred to a different building, the employee will be granted two (2) days of professional leave and assistance with the move.
 - e. When such a transfer is made when school is not in session and involves a transfer within a building, the employee will be paid \$50.
 - f. When such a transfer is made when school is not in session and involves a transfer to a different building, the employee will be paid \$100.

3. Transfer for School Organizational Purposes

- a. When a transfer for school organizational purposes occurs, consideration will be given to those employees who seek a transfer from the affected building before involuntary transfers are made. However, in all such transfers, the final decision as to who is transferred rests with the administration and an employee may be assigned to any grade level position for which proper certification/licensure is held.
- b. When such transfers are to be made effective with the subsequent school year, the following steps will be implemented:
 - (1) A listing of vacancies district-wide will be made available to all affected employees after April 30;
 - (2) affected employees will be given the opportunity to indicate personal preference for the position available;
 - (3) building principals will be notified of the individual preferences as specified in "(1)"; and
 - (4) affected employees will be notified of and can apply for additional openings as they occur, until the start of the subsequent new school year.
- c. When such transfer as described in (B)(2)(e) is made during the 184-day contract period, and involves movement from one room to another and/or one building to another, the employee will be granted one day of professional leave and assistance with the move.

- C. Employees Building Assignments - Changes in employees building assignments will be made in writing to employees by June 30. (This, of course, would exclude those employees with temporary certification/ licensure whose building assignments are made in August). In so doing, most of the employees would know their building assignment prior to July 10, the last day for breaking a contract. Those not notified by June 30, shall be sent building assignment via first class mail.

The above does not preclude changing or making building assignments after June caused by:

- 1. Employees who fail to sign contracts until the last minute;
- 2. new employees who resign at the last minute; or
- 3. any changes required as a part of compliance proceedings with the Office for Civil Rights or Department of Education.

ARTICLE VI

EMPLOYEE EVALUATION

The teacher evaluation policy (and any amendments to the policy) adopted by the Board in conformance with R.C. 3319.111 is attached to this agreement as an appendix and, as such, shall be treated as if it has been completely rewritten herein. No changes to the policy will be made without the consent of the OTES Committee. Any and all provisions of the evaluation shall be subject to the grievance procedure. Bargaining unit members who are not covered by this policy shall be evaluated utilizing the same method and forms used during the 2012-2013 school year.

ARTICLE VII

WORKING CONDITIONS

- A. Regular Work Day - The starting time for employees will be no earlier than 7:15 a.m. and no later than 8:15 a.m. All employees are required to report to their buildings fifteen (15) minutes prior to the start of the students' school day. The dismissal time for high school (9-12) and middle school will be 7 hours and 30 minutes (including 30 minutes duty-free lunch) after the starting time. All counselors are required to work 7 hours and 30 minutes including 30 minutes duty-free lunch. The start and end time for counselors will be determined by individual building administrators. The dismissal time for elementary employees will be 7 hours and 30 minutes (including 30 minutes duty-free lunch) after the start time.

It is recognized that "Early Bird" classes at the high school (9-12) level may be scheduled prior to this time frame. If this occurs, the teacher will have the choice, on an annual basis, of either an early release or compensation.

- B. Lunch Period - Except in emergency situations, each employee shall be given a duty-free lunch period of thirty (30) minutes. No lunchtime for employees shall be scheduled to start before 10:30 A.M. or after 1:30 P.M.
- C. Length of Work Year - The contract shall consist of no more than one hundred eighty-four (184) days. The contract year for kindergarten teachers will be extended by one (1) day at the beginning of the school year to help with registration of students.
- D. School Calendar - The Association will appoint up to six (6) members to a committee to develop a school calendar for presentation to the Board. If agreement is not reached on the calendar, the Association and the school administration shall make recommendations to the Board for final adoption of the school calendar.

- E. Employees' Meetings - Employees recognize the need for staff meetings after dismissal of students or before school begins for students in the morning. Employees will attend all employees' meetings called by the principal of his/her building or the Superintendent so long as twenty-four (24) hours advance notice is given. If an emergency arises requiring a meeting where giving the advance notice is not possible, employees may be excused by building principals if legitimate conflicts exist.
- F. Preparation Time - Educational service personnel will be scheduled one-half (1/2) hour block of time to work in a central location with the remainder of the two hundred - fifty (250) minutes spread over the rest of the week.
- Employees will receive at least two hundred - seventy (270) minutes per week of prep time, not including the duty-free thirty (30) minutes daily lunch. During regular, full weeks (i.e. no early release, no delayed start of school, no partial weeks), each employee shall have at least five (5) forty-minute blocks of time of preparation time.
- G. Teaching Time in High School (9-12) - Depending upon the type of master schedule utilized, no employee shall be assigned to a greater number of teaching and/or related periods per week than outlined below:
1. For a seven-period day: No more than 27 1/2 periods in total may be assigned.
 2. For an eight-period day: No more than 32 1/2 periods in total may be assigned.
 3. For a nine-period day: No more than 35 periods in total may be assigned.
- H. Department Chair – Department Chairs may be selected for the high school (9-12). The high school may have a department chair in the following areas: English, mathematics, foreign language, career and technical education, science, social studies and special ed. Chairs also may be named for home arts, and health and physical education to serve all middle schools and the high school. K-12 department chairs may receive up to four (4) days of released time for department duties each year. Team leaders may be selected for each grade level, magnet team and unified arts at the middle schools and high schools, where applicable. Substitutes will be employed to cover the team leaders' and the department chairs' classes on the days they are performing their duties.
- I. New Hire Orientation - Employees employed by the Lima City Schools for the first time will be required to participate in an orientation program involving one (1) day before the contracted year and periodically throughout the school year. These meetings will follow a specific format and those attending will not receive additional compensation.
- J. Special Education Classrooms - Depending upon grade level assignment, each employee of students with disabilities shall have a special classroom budgetary

allowance for supplies, materials, and equipment. To provide proper fiscal control, the above-mentioned employees will be required to develop individual budgets and submit their requisitions through the regular channels. It will be necessary for them to receive the approval of their immediate supervisors, before the requisitions are submitted.

- K. Conferences for Annual I.E.P. - During parent/teacher/supervisor conferences, a substitute teacher will be employed to cover the special education class for that period of time the teacher will be involved in the conference. Conferences will be scheduled by the supervisor to start at the beginning of the school day and end at the close of the teacher's workday. Occupational and Physical therapists will be given four (4) professional days per school year to prepare for I.E.P. conferences. Speech Language pathologists will be given six (6) professional days per year to prepare for I.E.P. conferences.

Teachers who prepare for I.E.P. conferences will be given stipend pay for the I.E.P preparation and completion by due date. The stipend pay will be determined for all teachers who prepare IEP's as follows: sixty (60) minutes per student assigned to a special education teacher with a maximum of thirty-six (36) hours pay, at the hourly rate. In order to be eligible to receive the stipend, the teacher must submit a written request for the stipend to the Treasurer's office by June 1st of the school year in which the IEP conferences occurred.

- L. Teaching and Working Conditions - The following working conditions will be provided:

1. An employees' workroom containing the equipment and supplies necessary for the preparation of instructional material. Such equipment and supplies should include, but not be limited to, duplicating materials, and worktable. The present office areas utilized by school secretaries may be included in the workroom.
2. The District's classrooms will be maintained, in terms of health and safety standards, as per standards and regulations specified by the County Board of Health and State Department of Education.

- M. Delay or Closing of School

1. The decision to delay opening or to close some or all schools due to severe weather and/or hazardous travel conditions will be made by the Board.
2. The decision to delay opening or to close an individual building due to a heating malfunction, interruption of electrical or water service, or some other calamity will be made by the building principal after consultation with and authorization from the Board. Should interruption of necessary services to a building including, but not limited to, the loss of heating capability above sixty

(60) degrees occur, steps will be immediately initiated to repair or correct the problem. If such repairs or corrections cannot be completed within a reasonable time, in most cases within ninety (90) minutes, then within the next thirty (30) minutes steps will be initiated to dismiss students and employees. Under no circumstances will employees, without the principals' consent, leave the building while the students are still on the school premises. All such decisions will be based primarily on concerns for the health and safety of students and employees.

3. When it becomes necessary to close an individual building because of power failure, lack of heat, lack of water, or other reasons not quickly correctable, and employees cannot perform their duty, they will be paid, but in no instance will the closing of buildings require the Board to exceed the pay for an employee as specified in their employment contract with the Board.
 4. Building principals working with staff will be responsible for devising, and implementing when necessary, plans to address similar situations which may occur but affect only a part or section of the building (i.e., alternative locations best suited for continuing instructional programming).
 5. In all such situations as described above, the building principal or his/her designee will have the responsibility to insure that the building staff is kept advised of the nature of the problem and the plan to remedy it.
- N. Parent-Teacher Conferences - Two (2) days (14.5 hours including lunch) of Parent-Teacher Conferences will be scheduled annually. These days will be part of the school district calendar and will be determined as covered in the Agreement. The time scheduled for Parent-Teacher Conferences will be determined at the building level to accommodate the needs of parents in individual buildings.
- O. Sports Medicine - The responsibility for valid certification will rest with participants. The Board will pay all usual and customary fees.
- P. Decision Making Statement - The preferred method of decision making, if possible, will be through mutual discussion and majority consensus.
- Q. Occupational Safety and Health Proposal
1. Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraph 3 (a-c) below.

2. An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit or other means of challenge. If the alleged discrimination is in connection with a non-renewal, any claim of discrimination under R.C. 4167 shall be raised only in the challenge to the non-renewal pursuant to R.C. 3319.11.
 3. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:
 - a. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal, within seven (7) workdays of the occurrence of the alleged violation.
 - b. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within seven (7) workdays after his/her conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based and the precise remedy sought. The Superintendent will respond to the complaint within seven (7) workdays.
 - c. If the Superintendent does not resolve the alleged violation to the satisfaction of the employee or Association, the employee or Association may appeal the complaint to the Superintendent by filing a written appeal with him/her within seven (7) workdays of the Board's response. If the Board does not respond by his deadline, then the employee or Association may file their appeal within seven (7) workdays of that deadline. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation.
- R. Smoking - Employees may not smoke cigarettes, cigars, pipes or other forms of tobacco or tobacco products inside or outside buildings owned, leased, or controlled by the Board, or inside or outside buildings or vehicles in which activities or instructions are being conducted for or with any pupils of this District.

- S. Early Release – There will be four (4) early release days for the purpose of professional development. The professional development time will not exceed contractual time and will be assigned by administration.

There will be four (4) early release days for staff on the school days that precede the following breaks: Thanksgiving, Christmas, Spring Break, and the last student day of school. Early release shall occur after 5 hours excluding lunch. The end of the year workday will be one-half (1/2) day.

The two staff in-service days which do not involve student early release will be five and one-half (5 ½) hours in duration excluding lunch, (from 8:00 a.m. to 1:30 p.m.).

T. Labor Management Communications Committee

1. An informal committee shall be established as an aid to communication between LEA and representatives of the Board. The membership of the committee shall be the Superintendent/or designee and a maximum of five (5) persons appointed at the discretion of the Superintendent/or designee, plus the president(s) and six (6) LEA members.
2. This committee shall meet five (5) times a year, once each quarter, or more frequently upon the request and agreement of the Superintendent/or designee and the presidents of the LEA.
3. The purpose of this committee shall be to assist in the process of open communications between both parties. The procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussion held by the committee shall not be construed as negotiations or as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the negotiated agreement.

ARTICLE VIII

CLASS SIZE

- A. Elementary School Classes (K-4) - Maximum class size for any given class at any given grade level will be twenty-seven (27) students including mainstreamed as well as regularly assigned. In the event that it should be necessary to assign more than twenty-seven (27) students for a given period of time, the teacher will be eligible for compensation, for each additional student beyond the twenty-seven (27) student limit, of \$2,000 per student per year based upon the actual number of days such enrollment exists. (Basis: \$2,000/per year divided by 178 days X number of students over negotiated limit.) The same policy and procedure will apply for

combination classes but with a class enrollment of more than twenty-five (25) students. When enrollment deems necessary to exceed twenty-seven (27) the excess of students will be divided evenly between teachers at that grade level. If an inclusion teacher is present in the room for 2 1/2 hours or more a day, there will be no compensation as stated above.

Educational Service Personnel serving K-4 (art, music, and physical education) who may be assigned more than the negotiated thirty (30) student limit for any specific class or instructional period, will be compensated on the same basis of \$2,000 per year per student. (Basis: \$2,000/per year divided by 178 days X 1/5 (.20) per each instructional period X number of students over the negotiated limit.) This policy will not apply if a classroom aide is assigned to one or more classroom teachers and can be assigned to assist the specialist(s) during their instructional period(s). In all such instances, priority for aide services will be given to the art specialists before any others. If aide assistance is available beyond the needed time for art, the aide will be assigned to music and physical education when needed and on a rotating basis.

Compensation for such situations as outlined above will be made to each eligible classroom teacher and specialist four (4) times each school year. This calculation and resulting payment will reflect that amount due relative to each nine (9) week estimate.

B. Middle School and High School Classes Maximum class load for any given class section will be twenty-nine (29) students. The aggregate load for regular class sections will be limited to one hundred-fifty (150) students exclusive of other assignments involving students. For purposes of determining compliance with the aggregated load limit, students in ½ credit courses will be counted as ½ a student. Advisory students shall not count toward aggregate load totals. Teachers will not be mandated to issue grades to advisory students. In the event that the aggregate load for regular class sections that exceed the one hundred fifty (150) students:

1. Teachers (including music performance and physical education) will be compensated as follows:
 - a. 1-9 students over = \$200 per each nine week estimate
 - b. 10-19 students over = \$325 per each nine week estimate
 - c. 20 and above = \$450 per each nine week estimate.
2. Compensation for such situations as outlined above will be made to each eligible classroom teacher four (4) times each school year immediately following completion of each grading period. This calculation and resulting payment will reflect that amount due relative to each nine (9) week estimate.

C. Special Education Students

1. Any regular class with a student having a severe physical handicap, which adversely affects his/her educational performance as determined by an evaluation team, will be provided with the services of an aide. The evaluation team must document that the services of an aide are necessary and appropriate for the student in a current school year Individual Education Plan. The evaluation team shall be composed of participants as defined under I.E.P. Activities listed in the Operating Standards for Ohio's Schools serving Children with Disabilities. Placement will be determined by consensus of the evaluation team.
2. Special education students - Class size for any given special education class will be set by the Division of Special Education of the State of Ohio, and will be in accordance with the Operating Standards for Ohio's Schools serving Children with Disabilities.

ARTICLE IX

PROFESSIONAL DEVELOPMENT & CURRICULUM

- A. Curriculum Improvement Committee - All proposed changes in courses of study, curriculum and textbooks will be developed by committees consisting of representatives of the Association and the administration. The Association president and/or designee, Curriculum Team Leaders and the Superintendent and/or designee will cooperatively determine committees.
- B. Adequate Textbooks - Within the philosophy, scope, and financial status, new textbook adoptions for each student and instructional staff member will be considered, as needed, on either a four (4) or five (5) year basis in each area of the curriculum of the Lima City Schools.
- C. Adequate Supplies - Within the financial structure of the Board, the Board will provide, on an equitable basis, supplies for each student and employee in the Lima City School District. This does not preclude the collection of student fees for consumable materials.
- D. Professional Development
 1. Request for Leave - Employees may attend professional meetings, conferences, or visitations, which provide the opportunity to advance professionally, with the approval of the Superintendent.

Employees who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits.

Request for professional leave shall be submitted in writing on forms, which shall be available to all employees at the principal's or professional development office. Requests shall be initiated at the principal's office at least ten (10) working days prior to the requested leave. The principal will forward the request to the professional development office.

Exception to the ten (10) day advance notice may be allowed, if the employee can demonstrate they did not receive adequate advance notice.

Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned to the employee requesting the leave and will not be considered until they are completed and returned.

The Board may approve partial reimbursement for approved professional leave expenses including pay for substitute only.

2. Reimbursement Requests - Reimbursement for approved professional leave will be paid, if budget allocations are available, for the following necessary and reasonable expenses:

- a. Use of privately owned automobile on a cents-per-mile basis at the rate adopted by the Board;
- b. commercial carrier fare, which is supported by receipts;
- c. meals and lodging necessary and actual expenditures, as supported by receipts up to the limit adopted by the Board; and
- d. miscellaneous expenses such as tour and ferry fares, bridge, tolls, telephone calls, conference registration and the expenses necessary to conduct official school district business, which are supported by receipts.

Reimbursement forms must be submitted to the treasurer's office within thirty (30) days following the leave.

ARTICLE X

LEAVES

A. SICK LEAVE

1. Advancement of Sick Leave - A sick leave advance will be available, as follows:
 - a. In an employee's first year of full-time employment, their yearly total accumulation of fifteen (15) days will be advanced, if needed before it is accrued.
 - b. After the first year of full-time employment, a maximum of seven (7) days will be advanced, if needed per contract year.
 - c. In either case, if the employee leaves the District before they have earned enough sick days to offset their sick day advance, the appropriate salary reduction will be made.
2. Accumulation of Sick Leave - Employees will earn sick leave at the rate of one and one-fourth (1 1/4) days sick leave per month, which is fifteen (15) days annually. The maximum accumulation shall be the total of the employee's contract days plus sixty (60). An example would be a teacher's contract is one hundred eighty-four (184) days plus sixty (60) equals a maximum of two hundred forty-four (244) days.

In the event that an employee, coordinator, or counselor's contract day should be reduced or employee should be assigned to a position with fewer contract days, the accumulated sick leave available, by allowing normal usage, shall be reduced to the contract or accumulation days relative to the new position.
3. Use of Sick Leave - Personal - Employees may use sick leave for absence due to personal illness, injury, which requires medical attention, pregnancy, or exposure to a contagious disease that could be communicated to other employees or to students.
4. Sick Leave Bank - When the employee will exhaust all of his/her accumulated sick leave due to a serious illness or injury of the employee and/or his/her immediate family and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish a committee to administer such a transfer.

Serious illness or injury shall be defined as disease, injury, or illness which is life threatening or requires a significant period of absence. Examples of qualifying conditions would include, but not be limited to, heart conditions, cancer or stroke. Examples of non-qualifying conditions are normal pregnancies and elective surgeries.

The Association shall notify the treasurer in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the employee involved authorizing the treasurer to transfer the days.

The following additional limitations will apply to this paragraph:

- a. Donations from an employee must be in units of one (1) day.
- b. It cannot be used if the employee has applied for and been granted disability retirement.
- c. No more days can be given than needed by the employee to serve out the regular school year.
- d. The employee must exhaust his/her own sick leave and personal leave first.
- e. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
- f. The employee who is using donated sick leave must use the sick leave in increments of at least one (1) day.
- g. The employee donating the sick leave may donate up to fifteen (15) days per sick leave bank recipient per school year (7/1 – 6/30).

A committee of two (2) administrators and two (2) members appointed by the LEA shall determine if the absence qualifies as a serious illness which is eligible for the sick leave bank. If the committee vote is tied, the committee shall appoint a fifth member who shall break the tie vote.

5. Use of Sick Leave - Immediate Family - Sick leave may also be used for illness or injury that requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, grandparent or any other relative living under the employee's roof, and in addition, any other person(s) as determined by the Superintendent who has or is living with the employee or for whom the employee has full power of attorney or legal guardianship.

6. Use of Sick Leave - Death in the Immediate Family - Sick leave may also be used for death in the employee's immediate family. In this section, immediate family is defined to include all relatives listed in Section 5 plus brother-in-law, sister-in-law, grandparent-in-law, and in addition, any other person(s) as determined by the superintendent who has or is living with the employee or for whom the employee has full power of attorney or legal guardianship.
7. Limitations
 - a. Employees shall limit use of leave under Section 5 and 6 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.
 - b. All sick leave requests are subject to the approval of the Superintendent.
8. Requests
 - a. Employees shall notify his/her principal or designee of any absence, in accordance with the principal's directive, so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans must be available to the substitute.
 - b. The employee bears full responsibility for requesting this form from the principal or supervisor, completing the form, and submitting the form to his/her principal or supervisor in person on the first day they are both on duty.
 - c. Falsification of this statement is grounds for suspension or termination of employment as provided in the Ohio Revised Code.
 - d. Failure to submit this statement within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the appropriate form is properly completed and submitted.
9. After the use of twenty (20) consecutive days of sick leave, on the first workday following the absence, the employee is required to furnish a written, signed statement justifying the use of sick leave including the name and address of the attending physician, if medical attention was required. The Superintendent may request that member of the bargaining unit show in writing within five (5) days after the request:
 - a. When the anticipated return to the workplace is expected; and/or

- b. if disability with STRS is contemplated; and/or
- c. to exercise other provisions of ORC related to sick leave and/or disability.

B. PARENTAL LEAVE

1. Pregnancy Disability Leave - Employees may use accumulated sick leave as set forth in this section for disabilities caused or contributed to by pregnancy, miscarriage or childbirth and recovery. The employee and the employee's doctor shall determine the length of such disability leave including the date on which the leave is to begin.
2. Adoption Leave - Employees may use accumulated sick leave for adoption of a child under six (6) years of age. The length of such leave shall normally be for a period of six (6) consecutive weeks, however, this time may be extended and/or modified by medical justification or requirements from the adoption agency.
3. Family Leave
 - a. An employee may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.
 - b. An employee desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable. Otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the Superintendent that he/she will use family leave must specify that "family leave" will be the type of leave taken.
 - c. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in life, dental, and health insurance. The employee must pay their portion of the premium for any of such insurances to the treasurer by the twentieth day of the month in which the employee desires to have the insurance coverage continued. If the employee does not pay his/her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.
4. Child Care Leave - A leave of absence may be granted to an employee without pay for the purpose of raising his/her natural or adopted child. Except for emergency situations, such requests must be submitted to the

Board at least thirty (30) days prior to the start of the requested leave and must be in accordance with the following provisions:

- a. The minimum amount of such leave shall be thirty (30) days;
- b. the maximum amount of such leave shall be the remainder of the school year in which the request is initiated and one full school year thereafter; and
- c. if extenuating circumstances exist, the employee may direct a full explanation to the superintendent, who may then recommend to the Board a renewal of a leave for an extended period.

C. PERSONAL

- 1. Employees may request three (3) days of leave per year that shall be unrestricted. If an employee is hired after January 1st, for less than a full contract year, they receive one and one-half (1 ½) days. The use of the leave shall be subject to the conditions below,
 - a. Except as provided in #4 below, personal leave shall not accumulate from year to year.
 - b. Request for personal leave shall be submitted on forms provided by the Board as far in advance as possible to the employee's principal or immediate supervisor.
 - c. No more than 10% of the Association may be on personal leave simultaneously in any school building or in the central office. For the purpose of this provision, specialists shall be considered Central Office personnel. Where there are fewer than twenty (20) Association members in the building, a maximum of two (2) members can be on personal leave simultaneously.
 - d. No more than 5% of the Association may be on personal and/or unpaid leaves simultaneously in the District prior to or after a holiday or vacation period.
 - e. Personal leave taken prior to or after a holiday or vacation period cannot be taken in units of less than a full day.
 - f. Employees shall not use a Personal Business Day on a district in-service day.
- 2. In the event that an employee has an emergency arise over which he/she has no control, requiring the use of a personal day, the 10% and 5%

restrictions may be waived by the Superintendent. Request for such waiver shall be made in writing, describing specifically the nature of the emergency.

3. Employees not using personal days in any given school year shall be paid \$100 for each unused day. Payment shall be made by the second payroll in July.
4. Teachers may elect to bank two (2) unused days per year. Notice of banking election must be provided to the Treasurer, in writing, by June 1. If notice of banking is not received by June 1, then the unused day(s) will be paid in accordance with Article X(C)(3). Teachers may not use five (5) personal days consecutively, notwithstanding weekends.

D. ASSAULT

Any employee of the Lima City Schools assaulted while in the course of their employment and temporarily disabled by any assault and/or trauma shall remain on the payroll as a regular employee and shall receive all benefits. The employee shall apply for Workers' Compensation.

If Workers' Compensation benefits are paid for salary, the Board shall pay the difference between the benefits received and the employee's regular salary. Assault leave as provided shall be terminated at such time as Workers' Compensation payments are terminated, and/or a physician's release for employee to return to work is granted.

E. SABBATICAL

The Board of Education will approve leave for professional study or improvement for a predetermined number of grading periods with partial pay within the regulations as set forth by the Ohio Revised Code Section 3319.131 and the State Teachers Retirement System and under the following Board regulations:

1. The proposed program for leave must be approved in advance. Application including an outline of the study program or the proposals for professional improvement must be submitted by June 1 for consideration of leave for the following year or first semester, and by December 1 for the second semester. The Superintendent shall notify the applicant of approval or denial of an application no later than one (1) month after submission.
2. The amount of pay an employee shall receive while on leave under the provisions of this policy shall be the difference between the salaries of the employee and the substitute.
3. Such pay shall not preclude the acceptance of fellowships or other sources of supplemental income by the employee.

4. In determining the pay during the period of leave and the salary after return from leave, the employee on leave shall be granted increments and any other salary adjustments as though service had not been interrupted providing the program of professional growth is completed satisfactorily.
5. The employee must return for at least one (1) year immediately following satisfactory completion of the program or refund all pay received from the Board during the period of leave. Refund of all pay must occur prior to the end of the calendar year in which the employee should have returned to duty.
6. The employee will be eligible for all insurance benefits paid by the Board to a full-time, certificated employee. However, no sick leave benefits will accrue during the period of leave. If the employee elects not to return, the employee shall refund to the school district the value of insurance benefits received during the year. In addition, the employee agrees to pay the Board's share of retirement should the employee at a later date decide to buy retirement credit for this leave.
7. The number of such leaves granted per year shall be at the discretion of the Superintendent, except that no more than five (5) of the employees may be on leave for study or professional improvement at any time and only when satisfactory substitutes are available. During a year when there is a reduction in force for certified staff, the Superintendent has the option to deny all requests for sabbatical leave.
8. All employees are to be considered eligible if they meet the following requirements:
 - a. The employee must hold standard certification/licensure;
 - b. the employee must have served in the Lima City School District for a minimum of five (5) years immediately preceding application for leave;
 - c. the employee must have at least five (5) years of expected service before retirement; and
 - d. consideration would not be given more often than once for each five (5) years of service, nor leave granted a second time when other members of the staff have filed application.

F. JURY DUTY/SUBPOENAED

An employee called for jury duty or subpoenaed to give testimony before any judicial or governmental tribunal shall be compensated at their regular personal per diem rate provided the pay received, if any, for the performance of such legally

required obligations, is turned into the treasurer's office. Exceptions will be cases involving legal action brought against the Board by the Association or any Association member except in such cases where the Board subpoenas the employee.

G. ABSENCE FROM DUTY DUE TO WEATHER CONDITIONS

Employees will not be paid for days absent because of snowfall or other inclement weather if school is in operation.

If the employee makes every effort and is able to get to school late, up to noon on the day of the snowfall or inclement weather, salary will be paid for the whole day.

H. MILITARY

1. In accordance with Section 3319.14 of the Ohio Revised Code, a military leave of absence, without pay, shall be granted to any employee called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.
2. Any employee whose service in the Lima City Schools has been interrupted by active duty service in the armed forces shall be re-employed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code and shall be given full credit in the salary schedule for such service.
3. Military leave shall be granted pursuant to Section 5923.05 of the Revised Code of Ohio.

I. RETURN FROM LEAVE

An employee shall not earn sick leave, personal leave, or service credit on the salary schedule (increments) while on any approved unpaid leave. The leave shall not constitute a break in service however, and the employee shall resume the sick leave and service credit that he/she had accumulated immediately before the beginning of leave.

The employee returning from any leave of absence shall be returned to a comparable position. This includes supplemental duties, if available. If any organizational problems require it, the employee may be assigned to any other position for which the employee is qualified.

At the expiration of the specified period of leave, the employee shall terminate affiliation with the Board if, at that time, the employee declines such a position which has been tendered in the Lima City Schools. After January 1, and prior to March 1, the Board shall notify by letter each certified/licensed employee on leave that he/she must declare in writing to the Board by March 15 of the year in which his/her leave expires as to his/her intention of returning to service. Failure of the

certified/licensed employee then to respond to the Board's letter and to supply statement of intent by March 15 shall be deemed as automatic resignation.

Prior to returning to active duty, the employee must submit a written statement from a physician indicating that he/she is able to return to his/her duties in the school.

J. UNPAID LEAVES OF ABSENCE

1. Unpaid leave cannot be used contiguous to personal leave for vacation purposes.
2. An unpaid leave of absence of up to five (5) days may be approved by the Superintendent for important family and/or professional reasons. Employees requesting short-term leave shall apply to the Superintendent in writing, fully explaining the reasons justifying the leave. Short-term unpaid leave will only be granted in units of one (1) day or more.
3. Leave To Care For an Immediate Member of the Family Who is Ill - Leave may be granted without pay for up to one (1) year, to employees in the Lima City School District to care for gravely or terminally ill members of the immediate family. The Superintendent may require written proof from the attending physician that the leave is necessary and that the member of the family is gravely or terminally ill before such a leave is granted. No increment in the salary schedule shall be recognized for such a leave. The leave outlined within this item may be available to employees who have completed at least three (3) full years of service in the school district, but only upon the approval of the Superintendent.

ARTICLE XI

COMPENSATION

- A. Adjustment in Employees' Salaries** - When an employee has earned the additional graduate credits required for a salary adjustment, verification shall be given to the Personnel Office.

To be considered for salary credit on the BA +15, +30, and MA +15, +30, salary schedules, credits must be earned after the initial degree is awarded.

Career and Technical Employees who do not hold a Bachelors degree will be aligned to the following salary placement schedule.

<u>Requirement</u>	<u>Placement</u>
*Temporary/Provisional certification and 5-20 years of Journeyman experience	BA
BA Requirements* and 20 semester hours of approved credit	BA+15
BA Requirements* and 60 semester hours of approved credit	BA+30
BA Requirements* and C&T Certification	MA
BA Requirements* and 15 semester hours of approved credits	MA+15
BA Requirements* and 30 semester hours and Professional Certification	MA+30

Career and Technical Employees with a non-teaching bachelor degree will be aligned to the following salary placement schedule:

<u>Requirement</u>	<u>Placement</u>
BA	BA
BA and 15 semester hours of approved graduate credit	BA+15
BA and 30 semester hours of approved graduate credit	BA+30
A masters degree	MA

A masters degree
and
15 semester hours of approved graduate credit
MA+15

A masters degree
and
30 semester hours of approved graduate credit
MA+30

National Board Certification – Upon completion, receipt and notification to the Board, an employee will be given a salary scale increase equal to fifteen (15) semester hours, as long as their certification is maintained.

Salary adjustments will be made as follows:

<u>Type</u>	<u>Date</u>	<u>Verification</u>
Full-year	October	Official Transcript
Half-year	February	Official Transcript

NOTE: An official letter of notification from the college/university will meet the verification requirement until an official transcript can be provided.

- B. An employee entering the District may be credited for experience beyond the requirement of the Ohio Revised Code. An employee re-entering the District will receive one-for-one credit for experience in the District, if the employee is not a retiree under STRS.
- C. The salary of each employee shall be paid every other Friday via direct deposit.

In the event that a payday falls on a bank holiday, employees will be issued their pay the day before the holiday. Pay stubs will be emailed to employees unless a hard copy is specifically requested by an employee.

- D. If a regular full-time employee is requested to teach a class during an approved planning period when a qualified substitute is not available, the employee shall be compensated under the Salary Schedule for Additional Personnel. Any bargaining unit employee who does not have a regularly scheduled planning period, shall not be required to cover more than two (2) periods per day nor will they be assigned more than one (1) duty. Counselors may teach up to one (1) class per day in the regular schedule. Such employee shall be compensated at the applicable hourly rate.

Title teachers and intervention specialists will be required to substitute no more than two (2) hours per day.

- E. The names of Association members will be submitted to the treasurer for payroll deductions by October 30. Deductions will be made the first two (2) pays of each month in twenty (20) equal installments beginning with the first pay in November.

An Association member, if submitted by January 15, shall make OEA Fund for Children and Public Education payroll deduction upon submission of a FCPE form. Deductions for FCPE shall be done the first two (2) pays of each month.

- F. All full and/or part-time employees contracted as .5 or more and hourly employees working 6 hours or more/day who are eligible for Board-paid sick leave and personal leave benefits, will be subject to the following fair share fee provisions:

1. The Board shall deduct from the pay of members of the Association who elect not to become or to remain members of the Lima Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining).

2. Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues of the Association for full-time employees and not more than 50% for part-time and hourly employees, as defined above) shall be transmitted by the Association to the treasurer on or about September 30 of each year during the terms of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Payers

- a. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed employees.
 - b. The treasurer shall, upon notification from the Association that an employee has terminated membership, commence the deduction of the fair share fee with respect to the former employee, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
4. The Board further agrees to accompany each such transmittal with a list of the names of the employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the Association who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. The Board and its employees may rely on this representation. The Association will make the Board whole for any breach of this representation.
6. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
7. The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Board, officers, and all board employees for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a twenty-one (21) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer.
 - c. The Board agrees to:
 - (1) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;
 - (2) permit the Association or its affiliates to intervene as a party, if it so desires; and
 - (3) to not oppose the Association or its affiliates to file briefs amicus curiae in the action.
 - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board, if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
8. Long-term substitutes shall fall under this provision when they become eligible for full time benefits using the following schedule:
 - a. More than 90 days = full dues
 - b. Less than 90 days = 1/2 dues

- c. Less than 25 days = employer may waive dues; however, an employee rehired for following year will come under full fair share provision

Full-time hourly employees without benefits who fall under this provision will be subject to 50% of the annual fair share fee.

- G. Tax Sheltered Annuity - The Board agrees that, pursuant to Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity").
- H. The following restrictions and limitations apply with respect to such matters:
 - 1. The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b)(3). Employees must make their elections in writing.
 - 2.
 - a. In accordance with Ohio Revised Code (ORC) Section 9.91, the Board may require that at least one percent (1%) of the Board's full-time employees or at least five (5) employees (whichever is greater) elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity.
 - b. Deduction for tax-sheltered annuities as approved during the open registration period of November 15 to January 1 will be made, and appropriate payments for such annuities made when due. Annuities will be deducted the first two (2) pays of each month.
 - 3. Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits. The Board will restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.
 - 4. In accordance with ORC Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable information sharing agreement protecting the Board from liability. Additionally, employees may be required to execute documents in order to effectuate their annuity contributions.

The Board will make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state, school district and local income taxes and employment taxes as is required to do by law.

- I. In the event that approved negotiation procedures result in proposed retroactive pay increases, arrangements for actual payment of such increases shall be effective for employees currently under contract.
- J. All employees will have their personal STRS (State Teachers Retirement System) deductions made before the treasurer calculates state and federal taxes. This will be considered a Board pick-up of employee contributions to the STRS.
- K. If an employee purchases service credit as provided by STRS laws and regulations for unpaid leaves of absence, the employee may make payments to the STRS (if allowed by STRS) through payroll deduction. The employee must give the treasurer written authorization specifying the amounts and number of pays from which the deduction is to occur. An employee who purchases service credit must reimburse the Board through payroll deduction over regular pays for the Board's contribution cost for the purchased service.

It is understood that:

- 1. Once an employee begins the purchase of credit by tax-deferred payroll deduction, it is irrevocable. An employee cannot stop or change payments until the purchase is complete or employment is terminated.
 - 2. Employees who begin the purchase of credit by tax-deferred payroll deduction cannot make payments directly to STRS Ohio for the same credit.
 - 3. Overpayments on tax-deferred payroll deductions will be returned to the employer for proper tax accounting.
- L. Any employee required to use a personal vehicle while on official district business approved by the Board shall be reimbursed at the applicable IRS rate. Mileage forms shall be filed with the treasurer's office once each semester or as directed.
- M. Supplemental Duties
 - 1. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:
 - a. Duration of supplemental contract;
 - b. title of supplemental position;

- c. amount of supplemental compensation or hourly rate by payment section; and
 - d. supplemental job descriptions.
- 2. Counselors working extended schedules will not be excluded from consideration for supplemental contracts.
- 3. All qualifications for the supplemental position shall appear on the posting notice. Posting of supplemental positions shall be in accordance with this Agreement.
- 4. Acceptance of a supplemental contract shall be voluntary.
- 5. Compensation for supplemental duties shall be as set forth in this contract.
- 6. Supplemental contracts held by certified/licensed staff shall expire at the end of their term and no notice of non-renewal is required per ORC 3319.111.

When the Board and/or designee has the intent to not reemploy a bargaining unit member on a supplemental contract, the teacher will be informed in writing prior to the posting of the position that his/her services are no longer needed.

7. Pay Schedule

- a. All seasonal supplementary contracts shall be paid as part of a regular pay in two (2) installments, one (1) in the middle of the season and one (1) at the end of the season/conclusion of duties and the approval of the supervising administrator.
 - b. Yearly supplementary contracts shall be paid in equal amounts divided over the regular paydays, unless the total contract is less than \$300.00
 - c. The latter shall be paid as a lump sum at the completion of the supplemental contract requirements.
 - d. Employees who are absent from work and who are unable to perform their supplemental duties shall have their supplemental pay reduced on a pro rata basis.
- 8. Employees who are given supervisory assignments of admission-fee school programs, such as athletic contests (football and basketball) school plays, and music performances, will be paid according to the supplemental schedule. The number of employees to be assigned will be determined by the building administrator.

The Board will pay the costs other than the athletic contests.

9. All fall, winter, and year-round supplemental position evaluations will be completed by April 1 of each school year. All supplemental contracts, which involve spring activities, only, will be evaluated by June 10.
 10. If an employee is absent from work and is unable to perform his/her regular supplemental duties for more than ten (10) days, the employee may be removed from the supplemental position.
- N. Any dependent children of any member of the Association may attend the Lima City Schools tuition free as provided by Ohio Revised Code 3313.64.

Provided, however, that a dependent of an Association member requiring special education or related services shall be admitted to Lima City Schools on a tuition-free basis only if the district of residence of that pupil first agrees to reimburse Lima City Schools for any and all costs of special education and/or related services which exceed the per-pupil cost for Lima City Schools, using the average per-pupil cost of Lima City Schools from the prior school year. The Board will hold harmless any claims against the Association based upon the Board implementing tuition free enrollment.

O. Damage to Personal Property

1. The Board will pay for the cost of repair or replacement of an employee's personal property damaged or destroyed when all of the following apply:
 - a. The damage or destruction occurred in the course of the employee's employment when the employee was using reasonable force to quell a disturbance threatening physical injury to himself/herself or others, to obtain possession of weapons or other dangerous objects or property during the regular school day or during a school-sponsored function.
 - b. The employee has submitted a signed written statement to the building principal or immediate supervisor within two (2) school days of the incident, fully describing the loss, and all the circumstances surrounding the loss. The employee shall submit a store sales slip, registration or other proof of his/her ownership of the personal property satisfactory to the Board. The employee shall also submit the names of other employees who witnessed the incident.
 - c. The damage or destruction was not the result of the employee's use of unauthorized or excessive force, provocation or negligence.

2. Payment for the repair or replacement of an employee's personal property shall be the lesser of the following:
 - a. The lowest cost of repairing the item, if repairable, based on three (3) estimates, which the employee shall obtain.
 - b. The fair market value of the item immediately prior to the time of destruction as determined by an appraiser acceptable to the Board.
 - c. The payment shall be reduced by an insurance reimbursement the employee has or may receive.
 3. No payment shall be made for any other loss, such as theft, other than described above. Prior to reimbursement, the employee shall submit either:
 - a. Documentation satisfactory to the Board that he/she has submitted the claim to his/her insurance carrier and that the carrier has either rejected or partially covered the loss; or
 - b. affidavit that he/she has no insurance coverage.
 4. The Board shall appropriate a maximum of \$20,000 per fiscal year to fund this provision. No further payments shall be made under this provision once the appropriated funds have been expended.
 5. Falsification of any information required by this provision shall be grounds for recovery of monies paid to an employee by payroll deduction or otherwise and/or disciplinary action, including termination.
- P. The Board will provide a \$25,000 annual fund for employees attending an accredited university/institution to be used for tuition reimbursement. It will be distributed October 30, February 28 and July 30 proportionally by number of applicants. Grades must be B- or better. Payment must be repaid 100% within the first two (2) years or 50% within four (4) years, if the employee leaves the District voluntarily.

Each funding period will have one-third (1/3) of the annual fund and will be divided proportionally. Eligibility for payment entails the following:

1. Employees covered under Article I of negotiated agreement.
2. A completed form for each payment trimester sent to the office of the Treasurer thirty (30) days prior to the distribution date (i.e. September 30, January 30 and June 30).

3. The verification of a grade of B- or better accompanied by a receipt for tuition from a fully accredited university/institution thirty (30) days prior to the distribution date (i.e. September 30, January 30 and June 30).

Verification arriving after the required dates will be applied during the next distribution date. You will need to submit materials for each trimester in which you wish to participate.

ARTICLE XII

INSURANCE

- A. The Board will provide health and dental insurance to employees.
- B. The health and dental insurance plan(s) available shall be those offered by the County Schools Health Plan and/or Board.
 1. The Board's contribution (per employee) toward monthly premiums for health insurance coverage shall be \$1,075.00 for family coverage and \$450.00 for single coverage.
 2. The Board's contribution (per employee) toward monthly premiums for dental insurance coverage shall be \$36.55.
 3. Any employee working less than full-time will have his/her health benefits pro-rated according to his/her fraction of time worked.
 4. Each employee enrolled in the insurance programs where limits are exceeded will pay the balance of the monthly premium by payroll deduction.
 5. A member of the Association shall be limited to the open enrollment window in making decisions about insurance options.
- C. The Board will provide each bargaining unit member with group term life insurance in the amount of \$50,000.
- D. All certified/licensed employees are included within the State Workers' Compensation Act and are to be governed accordingly.
- E. Flex Spending Plan
 1. Members of the Association enrolled in the health insurance plan may participate in the Flex Spending Plan using their own funds through payroll deduction.

2. The employee may add funds, allowed by IRS rules, to the account by payroll deduction. Those funds will be considered an IRS shelter.
3. Members of the Association may use these funds toward dependent care and un-reimbursed medical expenses. Employee payroll contributions for medical and dental insurance premiums may also be paid with pre-taxed dollars. Payroll deductions must be specified as to un-reimbursed medical or dependent care. These funds cannot be co-mingled.
4. The minimum/maximum annual contribution to the medical spending accounts shall be per IRS code.
5. Members of the Association may put additional funds up to IRS limits into the dependent care account and health care premium plans.
6. The program will be administered by the plan carrier. The Board will pay the yearly enrollment fee and monthly processing charge.

ARTICLE XIII

RETIREMENT

Severance Pay

Upon retirement, regular employees of the Lima City School District shall be entitled to severance pay based upon the monetary value of their accumulated and unused sick leave at the time of retirement at the rate of one-fourth (1/4) of the first one hundred fifty (150) days.

ARTICLE XIV

REDUCTION IN FORCE

Reduction In Force - When, by reason of decreased enrollment, return to duty of regular employees from leaves of absence, financial reasons or other reasons approved by law.

1. Where known and where possible, the number of employees affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements as practical for employees who retire or resign or whose limited contracts are not renewed.

2. Following the above action, the reduction in force shall then proceed as outlined below:
 - a. Any employee(s) affected by the reduction in force must receive written notice at the earliest, practical time, but in no case less than (fifteen) 15 working days prior to formal action by the Board. Such notice shall include a statement of reasons for the reduction, and the Association shall receive copies.
 - b. Recognition of additional certification/licensure, earned or reported while on layoff status for recall purposes shall be considered by the Board provided such information is filed with the Board prior to recall.
3. If continuing contract employees are suspended, such employees have the right of restoration of continuing service if and when employee positions become vacant or are created for which such employees are or become qualified. If limited contract employees are suspended and no qualified or continuing contract employees are on the recall list, such limited contract employees shall have the right to restoration of service when positions become available for which they are qualified. Employees whose contracts are suspended shall remain on the recall list for a period of twenty-four (24) months from the effective date of the suspension.
4. If a vacancy becomes available, the Board shall recall the continuing contract employee to active employment status by giving written notice to the employee. Said written notice shall be sent to the employee by registered or certified letter addressed to the employee's last known address, with a copy sent to the Association. It shall be the responsibility of each employee to notify the Board of any change in address. If an employee fails to accept reemployment in writing postmarked within seven (7) calendar days from the date said notification was delivered to the last known address, said employee shall be considered to have rejected the offer and shall be removed from the RIF list.
5. An employee who is recalled to a regular full-time position shall be credited with the sick leave and years of service for salary schedule placement he/she had prior to reduction. Such employee shall receive credit toward seniority for time spent on the RIF list.
6. Limitations
 - a. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
 - b. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on laid-off status.

- c. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off employee.
- 7. Credit for salary placement for the same or similar work performed while on employment status shall be given in any given school year by proving experience of actual employment of one hundred-twenty (120) days or more, which normally would be accepted by the Board.
- 8. The Board shall comply with R.C. 3319.17 when it determines that it will reduce the number of teachers it employs. The Superintendent shall use the OTES teacher performance rating (i.e. accomplished, skilled, developing, and ineffective) for purposes of determining whether or not teachers have comparable evaluations.

ARTICLE XV

NON-RENEWAL/TERMINATION OF CONTRACT

- A. Non-renewal of contracts shall be done in accordance with the Ohio Revised Code Section 3319.11 and 3319.111.
- B. Termination of contract shall be done in accordance with the Ohio Revised Code Section 3319.16 and 3319.161.
- C. Actions by the administration and the Board on non-renewal and termination of contract shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE XVI

GRIEVANCE

A. DEFINITIONS

- 1. A "grievance" is a complaint involving the alleged violation, misinterpretation, or misapplication of terms and conditions of this Agreement.
- 2. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

3. "Day" shall mean work days exclusive of Saturday, Sunday, holidays or vacation days in which school is not in session during the school year.
4. If the event(s) on which the grievance is based is the result of action by the Board, the grievance may be filed at Step III within fifteen (15) days of the occurrence of such event(s). (Use Step III form with Step II information attached.) If the superintendent or his designee determines at Step III that filing at that level is not appropriate, he may refer the grievance back to Level I.

B. GRIEVANCE PROCEDURE (Appendix G)

Since it is important that grievances be processed as rapidly as possible, the number of days between each step in the following procedure shall be considered as school days. If the appealing party does not take appropriate action within the time limits specified, the grievance will be determined and settled on the basis of disposition at the preceding level. The days, however, may be extended by mutual agreement between the aggrieved party in interest and the decision-making body at the step which the grievance has reached.

Step 1 - Any grievant having a grievance shall first discuss the grievance with the immediate supervisor or building principal.

Step 2

- a. If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written/email (cc: to Union President and Grievant) grievance with his/her supervisor or building principal. If such grievance is not lodged within fifteen (15) days following action or condition which is the basis of said grievance, said grievance shall no longer exist. The written/email grievance shall be on the standard form attached to this grievance procedure and shall be available from the Educational Center and building principal offices in the Lima school system.
- b. The grievance form shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of an agreement, policy, rules or regulation, alleged violation, misinterpretation, or misapplication. A copy of the grievance shall be filed with the president/designee of the Lima Education Association, the building principal, the Assistant Superintendent for Educational Personnel and the Superintendent. The grievant or the building principal shall have the right to request a hearing. Such hearing shall be conducted within five (5) days after the receipt of such grievance. The grievant shall be advised in writing of the time and place of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of the Association. The building principal shall work in cooperation with the Assistant Superintendent for Educational Personnel in the resolution of the grievance. The building

principal shall take action on the written grievance within three (3) days after a hearing has taken place and the reasons for the action shall be reduced to writing and copies sent to the grievant, president/designee of the Lima Education Association, the Assistant Superintendent for Educational Personnel, and the Superintendent.

Step 3 - If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the building principal, the grievance shall be deemed as waiver of the right of appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The aggrieved employee shall have the right to be represented at a hearing by counsel or by a representative of the Lima Education Association. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, president/designee of the Lima Education Association, building principal, and Assistant Superintendent for Educational Personnel.

Step 4 - In the event that agreement is not reached with the Superintendent, the grievant may request that the grievance be submitted to binding arbitration. An arbitrator shall be selected according to the rules of the American Arbitration Association. The request for an arbitrator shall be made within ten (10) days from receipt of the written disposition by the Superintendent. The arbitrator will have the authority to hold hearings and confer with parties. All hearings conducted by the arbitrator shall be in closed session, and no news releases shall be made concerning progress of hearings. The decision of the arbitrator for settlement shall be submitted to the grievant, president/designee of the Lima Education Association, the building principal, the Assistant Superintendent for Educational Personnel, and the Superintendent. Costs incurred will be shared equally by the Association and the Board of Education.

C. POWER OF THE ARBITRATOR

1. It shall be the function of the arbitrator, except as the powers are limited below, after due investigation to make a decision in case of alleged violations outlined in this Agreement.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
3. The arbitrator shall have no power to establish salary schedules or change salary schedules.
4. The arbitrator shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In

rendering decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.

5. In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Association, with a notification to the Administration, without decision or recommendation on its merit.
6. There shall be no appeal from an arbitrator's decision if it is within the scope of authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the Board.
7. The fees and expenses of the arbitrator shall be shared equally by the Board and the grievant. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness's regular hours of employment.

D. NO REPRISAL

No reprisal shall be taken by or against any participant involved in the processing of a grievance.

ARTICLE XVII

NEGOTIATIONS

- A. The Board and the Association agree that the "good faith" negotiations process is preferably a shared problem-solving format. This format would include an exchange of ideas to promote discussions that would lead to a mutually acceptable agreement.
- B. The negotiations process shall be governed by the requirements of Chapter 4117 of the Ohio Revised Code.
- C. Meeting time shall be mutually acceptable. The Board may agree to meeting times during the regular teacher workday.
- D. The Board and Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- E. During the negotiations process, mutual agreement is required for any informational release to the media.

F. Disagreement resolution.

1. If agreement is not reached on matters being negotiated at any time within forty-five (45) days before the expiration date of this Agreement, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties.

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

2. The mediator shall have the right to hold meetings with negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of FMCS.
3. If the State Employment Relations Board creates a mediation service or bureau, the parties shall seek appointment of the mediator from the agency rather than from the FMCS.

The mediator shall seek to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the state agency involved.

The parties may agree to seek a mediator from another source, including the FMCS, if a mediator cannot be secured from the state agency in a timely manner.

4. In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

G. The Association guarantees there will be no strike, slowdown, work stoppage or any concerted activity to create such conditions for the duration of this Agreement.

H. No reprisals of any kind shall be taken by or against any participant in negotiations by either the Association or the Board.

I. All final proposals made by the Board shall be taken for a ratification vote by the Association's membership.

ARTICLE XVIII

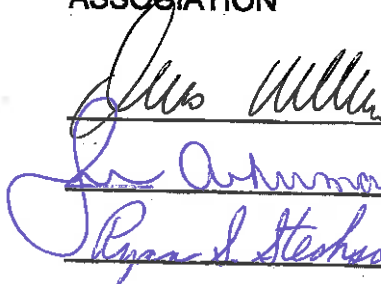
AGREEMENT

Except as otherwise may be provided herein, this Agreement represents the entire Agreement between the parties and supersedes all prior Agreements between them.

- A. Conflict With the Law - Consistent with R.C. 4117.10, the terms of this Negotiated Agreement supersede and replace any conflicting provisions of state law. If any provision of this Agreement conflicts with any federal law or state law which cannot be superseded in this Agreement, such provision shall be inoperative, but the remaining provisions hereof shall remain in effect.
- B. Waiver of Negotiations - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.
- C. Terms of Agreement - This Agreement shall become effective July 1, 2014 and shall continue in full force and effect until June 30, 2016.

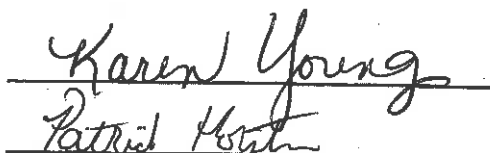
In witness whereof, the parties have caused this Agreement to be executed on the date(s) set forth below:

FOR THE LIMA EDUCATION
ASSOCIATION



11-19-2014
Date

FOR THE BOARD OF EDUCATION OF
THE LIMA CITY SCHOOL DISTRICT



10-21-14
Date

APPENDIX “A”

SALARY INDEX

FY 2010						
STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1.00000	1.01859	1.03718	1.11405	1.13264	1.15123
1	1.02751	1.04610	1.06469	1.11538	1.13397	1.15256
2	1.04750	1.06609	1.08468	1.20675	1.22534	1.24393
3	1.14999	1.16858	1.18717	1.30001	1.31860	1.33719
4	1.17000	1.18859	1.20718	1.34000	1.35859	1.37718
5	1.19999	1.21858	1.23717	1.38000	1.39859	1.41718
6	1.25000	1.26859	1.28718	1.42000	1.43859	1.45718
7	1.30001	1.31860	1.33719	1.46000	1.47859	1.49718
8	1.35001	1.36860	1.38719	1.50000	1.51859	1.53718
9	1.39999	1.41858	1.43717	1.54000	1.55859	1.57718
10	1.39999	1.41858	1.43717	1.58000	1.59859	1.61718
11	1.44999	1.46858	1.48717	1.62502	1.64237	1.66096
12	1.50000	1.51859	1.53718	1.64999	1.66858	1.68717
13	1.50000	1.51859	1.53718	1.64999	1.66858	1.68717
14	1.50000	1.51859	1.53718	1.68001	1.69860	1.71719
15	1.55001	1.56860	1.58719	1.69999	1.71858	1.73717
16	1.55001	1.56860	1.58719	1.73999	1.75858	1.77717
17	1.60001	1.61860	1.63719	1.77999	1.79858	1.81717
18	1.60001	1.61860	1.63719	1.80001	1.81860	1.83719
19	1.60001	1.61860	1.63719	1.81999	1.83858	1.85717
20	1.64999	1.66858	1.68717	1.84000	1.85859	1.87718
21	1.64999	1.66858	1.68717	1.85999	1.87858	1.89717
22	1.64999	1.66858	1.68717	1.85999	1.87858	1.89717
23	1.64999	1.66858	1.68717	1.89999	1.91858	1.93717
24	1.64999	1.66858	1.68717	1.89999	1.91858	1.93717
25'	1.70619	1.72441	1.73717	2.01998	2.03857	2.05716
26	1.71998	1.73857	1.75716	2.01998	2.03857	2.05716
27	1.75000	1.76859	1.78718	2.05001	2.06860	2.08719
28	1.76791	1.78628	1.80648	2.05001	2.06860	2.08719
29	1.77875	1.79712	1.81553	2.10001	2.11860	2.13719
30	1.79647	1.81506	1.83365	2.10001	2.11860	2.13719

JUNIOR AND SENIOR COUNSELORS' SALARY INDEX

	MA	MA+15	MA+30	MA+45
0	1.2476	1.2688	1.2899	1.3112
1	1.2797	1.3008	1.3219	1.3431
2	1.3029	1.3241	1.3452	1.3664
3	1.3378	1.3590	1.3800	1.4013
4	1.3726	1.3939	1.4150	1.4362
5	1.4133	1.4345	1.4558	1.4782
6	1.4600	1.4810	1.5023	1.5234
7	1.5064	1.5276	1.5488	1.5815
8	1.5530	1.5742	1.5954	1.6163
9	1.5994	1.6206	1.6419	1.6630
10	1.6460	1.6671	1.6884	1.7095
11	1.6924	1.7137	1.7349	1.7559
12	1.7390	1.7602	1.7814	1.8025
13	1.7855	1.8067	1.8278	1.8491
14	1.8321	1.8532	1.8743	1.8955
15	1.8786	1.8998	1.9209	1.9421
16	1.9281	1.9491	1.9702	1.9915
17	1.9774	1.9986	2.0198	2.0409
18	2.0267	2.0480	2.0692	2.0903
19	2.0616	2.0829	2.1041	2.1252
20	2.0616	2.0829	2.1041	2.1252
21	2.0616	2.0829	2.1041	2.1252
22	2.0616	2.0829	2.1041	2.1252
23	2.1081	2.1294	2.1506	2.1718
24	2.1081	2.1294	2.1506	2.1718
25	2.2607	2.2820	2.3032	2.3243
26	2.2607	2.2820	2.3032	2.3243
27	2.2956	2.3169	2.3381	2.3592
28	2.2956	2.3169	2.3381	2.3592
29	2.2956	2.3169	2.3381	2.3592
30				

APPENDIX “B”

TEACHERS’ SALARY SCHEDULE

2014 - 2015

	BA FY15	BA+15	BA+30	MA	MA+15	MA+30
0	\$32,276	\$32,870	\$33,464	\$35,292	\$35,885	\$36,479
1	\$33,164	\$33,758	\$34,351	\$35,757	\$36,351	\$36,944
2	\$33,809	\$34,403	\$34,997	\$37,554	\$38,148	\$38,742
3	\$35,786	\$36,380	\$36,973	\$39,543	\$40,137	\$40,731
4	\$36,432	\$37,026	\$37,619	\$40,673	\$41,267	\$41,860
5	\$37,239	\$37,832	\$38,426	\$41,883	\$42,477	\$43,071
6	\$38,368	\$38,962	\$39,556	\$43,174	\$43,768	\$44,362
7	\$39,659	\$40,253	\$40,847	\$44,465	\$45,059	\$45,653
8	\$41,031	\$41,625	\$42,219	\$45,756	\$46,350	\$46,944
9	\$42,403	\$42,996	\$43,590	\$47,047	\$47,641	\$48,235
10	\$42,967	\$43,561	\$44,208	\$48,338	\$48,932	\$49,526
11	\$44,339	\$44,933	\$45,527	\$50,113	\$50,707	\$51,301
12	\$45,792	\$46,386	\$46,979	\$50,759	\$51,353	\$51,946
13	\$46,437	\$47,031	\$47,625	\$51,566	\$52,160	\$52,753
14	\$47,123	\$47,717	\$48,311	\$52,534	\$53,128	\$53,722
15	\$48,616	\$49,210	\$49,803	\$53,502	\$54,096	\$54,690
16	\$49,302	\$49,896	\$50,489	\$54,834	\$55,428	\$56,021
17	\$50,109	\$50,703	\$51,296	\$56,165	\$56,759	\$57,353
18	\$50,109	\$50,703	\$51,296	\$56,851	\$57,445	\$58,038
19	\$50,754	\$51,348	\$51,942	\$57,981	\$58,574	\$59,168
20	\$51,561	\$52,155	\$52,748	\$58,304	\$58,897	\$59,491
21	\$51,561	\$52,155	\$52,748	\$58,626	\$59,220	\$59,814
22	\$51,561	\$52,155	\$52,748	\$58,626	\$59,220	\$59,814
23	\$52,126	\$52,720	\$53,313	\$59,917	\$60,511	\$61,105
24	\$52,126	\$52,720	\$53,313	\$59,917	\$60,511	\$61,105
25	\$54,469	\$55,063	\$55,657	\$62,899	\$63,492	\$64,086
26	\$56,094	\$56,713	\$57,257	\$63,749	\$64,342	\$64,936
27	\$56,261	\$56,854	\$57,948	\$64,940	\$65,533	\$66,127
28	\$56,483	\$57,083	\$58,000	\$64,940	\$65,533	\$66,127
29	\$57,183	\$57,783	\$58,383	\$65,747	\$66,340	\$66,934
30	\$57,961	\$58,554	\$59,048	\$64,797	\$65,390	\$65,984

2015 - 2016

	BA FY 16	BA+15	BA+30	MA	MA+15	MA+30
0	\$32,276	\$32,876	\$33,476	\$35,957	\$36,557	\$37,157
1	\$33,164	\$33,764	\$34,364	\$36,000	\$36,600	\$37,200
2	\$33,809	\$34,409	\$35,009	\$38,949	\$39,549	\$40,149
3	\$37,117	\$37,717	\$38,317	\$41,959	\$42,559	\$43,159
4	\$37,763	\$38,363	\$38,963	\$43,250	\$43,850	\$44,450
5	\$38,731	\$39,331	\$39,931	\$44,541	\$45,141	\$45,741
6	\$40,345	\$40,945	\$41,545	\$45,832	\$46,432	\$47,032
7	\$41,959	\$42,559	\$43,159	\$47,123	\$47,723	\$48,323
8	\$43,573	\$44,173	\$44,773	\$48,414	\$49,014	\$49,614
9	\$45,186	\$45,786	\$46,386	\$49,705	\$50,305	\$50,905
10	\$45,186	\$45,786	\$46,386	\$50,996	\$51,596	\$52,196
11	\$46,800	\$47,400	\$48,000	\$52,449	\$53,009	\$53,609
12	\$48,414	\$49,014	\$49,614	\$53,255	\$53,855	\$54,455
13	\$48,414	\$49,014	\$49,614	\$53,255	\$53,855	\$54,455
14	\$48,414	\$49,014	\$49,614	\$54,224	\$54,824	\$55,424
15	\$50,028	\$50,628	\$51,228	\$54,869	\$55,469	\$56,069
16	\$50,028	\$50,628	\$51,228	\$56,160	\$56,760	\$57,360
17	\$51,642	\$52,242	\$52,842	\$57,451	\$58,051	\$58,651
18	\$51,642	\$52,242	\$52,842	\$58,097	\$58,697	\$59,297
19	\$51,642	\$52,242	\$52,842	\$58,742	\$59,342	\$59,942
20	\$53,255	\$53,855	\$54,455	\$59,388	\$59,988	\$60,588
21	\$53,255	\$53,855	\$54,455	\$60,033	\$60,633	\$61,233
22	\$53,255	\$53,855	\$54,455	\$60,033	\$60,633	\$61,233
23	\$53,255	\$53,855	\$54,455	\$61,324	\$61,924	\$62,524
24	\$53,255	\$53,855	\$54,455	\$61,324	\$61,924	\$62,524
25	\$55,069	\$55,657	\$56,069	\$65,197	\$65,797	\$66,397
26	\$55,514	\$56,114	\$56,714	\$65,197	\$65,797	\$66,397
27	\$56,483	\$57,083	\$57,683	\$66,166	\$66,766	\$67,366
28	\$57,061	\$57,654	\$58,306	\$66,166	\$66,766	\$67,366
29	\$57,411	\$58,004	\$58,598	\$67,780	\$68,380	\$68,980
30	\$57,983	\$58,583	\$59,183	\$67,780	\$68,380	\$68,980

APPENDIX “C”

COUNSELORS’ SALARY SCHEDULE

COUNSELORS' SALARY SCHEDULE

	MA	MA+15	MA+30
	1.2476	1.2688	1.2899
0	\$ 41,009	\$ 41,705	\$ 42,399
	1.2797	1.3008	1.3219
1	\$ 42,064	\$ 42,757	\$ 43,451
	1.3029	1.3241	1.3452
2	\$ 42,826	\$ 43,523	\$ 44,217
	1.3378	1.358	1.38
3	\$ 43,973	\$ 44,670	\$ 45,361
	1.3726	1.3939	1.4150
4	\$ 45,117	\$ 45,817	\$ 46,511
	1.4133	1.4345	1.4558
5	\$ 46,455	\$ 47,152	\$ 47,852
	1.46	1.481	1.5023
6	\$ 47,990	\$ 48,680	\$ 49,381
	1.5064	1.5276	1.5488
7	\$ 49,515	\$ 50,212	\$ 50,909
	1.553	1.5742	1.5954
8	\$ 51,047	\$ 51,744	\$ 52,441
	1.5994	1.6206	1.6419
9	\$ 52,572	\$ 53,269	\$ 53,969
	1.646	1.6671	1.6884
10	\$ 54,104	\$ 54,798	\$ 55,498
	1.6924	1.7137	1.7349
11	\$ 55,629	\$ 56,329	\$ 57,026
	1.739	1.7602	1.7814
12	\$ 57,161	\$ 57,858	\$ 58,555
	1.7855	1.8067	1.8278
13	\$ 58,689	\$ 59,386	\$ 60,080
	1.8321	1.8532	1.8743
14	\$ 60,221	\$ 60,915	\$ 61,608
	1.8786	1.8998	1.9209
15	\$ 61,750	\$ 62,446	\$ 63,140
	1.9281	1.9491	1.9702
16	\$ 63,377	\$ 64,067	\$ 64,760
	1.9774	1.9986	2.0198
17	\$ 64,997	\$ 65,694	\$ 66,391
	2.0267	2.048	2.0692
18	\$ 66,618	\$ 67,318	\$ 68,015
	2.06169	2.0829	2.1041
19	\$ 67,768	\$ 68,465	\$ 69,162
	2.0616	2.0829	2.1041
20	\$ 67,765	\$ 68,465	\$ 69,162
	2.0616	2.0829	2.1041
21	\$ 67,765	\$ 68,465	\$ 69,162
	2.0616	2.0829	2.1041
22	\$ 67,765	\$ 68,465	\$ 69,162
	2.1081	2.1294	2.15
23	\$ 69,293	\$ 69,993	\$ 70,999
	2.1081	2.1294	2.15
24	\$ 69,293	\$ 69,993	\$ 70,999
	2.2607	2.282	2.3032
25	\$ 74,309	\$ 75,009	\$ 75,706
	2.2607	2.282	2.3032
26	\$ 74,309	\$ 75,009	\$ 75,706
	2.2956	2.3169	2.3381
27	\$ 75,456	\$ 76,157	\$ 76,853
	2.2956	2.3169	2.3381
28	\$ 75,456	\$ 76,157	\$ 76,853
	2.2956	2.3169	2.3381
29	\$ 75,456	\$ 76,157	\$ 76,853
	2.2956	2.3169	2.3381
30	\$ 75,456	\$ 76,157	\$ 76,853

APPENDIX “D”

SALARY SCHEDULE
FOR
ADDITIONAL PERSONNEL

2014 - 2016

**SALARY SCHEDULE
FOR
ADDITIONAL PERSONNEL**

Paid at the rate of \$23.00 per hour.

- HOME INSTRUCTORS (Besides teachers and learning disability tutors)
 - EVENING SCHOOL INSTRUCTORS (Commercial, vocational and adult)
 - SUMMER SCHOOL INSTRUCTORS (Remedial and driver education)
 - SPECIAL INSERVICE EDUCATION (After school hours and summer)
-

WORK STUDY TRANSITION COORDINATOR EXTENDED TIME

# Students Employed/ <u>Volunteering</u>	# Hours for Work <u>Study Coordinator</u>
0	0
1-5	15
6-10	30
11-15	40 (1 week)
16-30	80 (2 weeks)
31-45	120 (3 weeks)
46-60	160 (4 weeks)
61 and above	Re-evaluated

2014 – 2016

OCCUPATIONAL THERAPIST

0	43,413
1	45,150
2	47,408
3	49,666
4	51,922
5	54,180
6	55,985
7	58,293
8	59,599
9	60,679
10	62,266
11	63,348
12	64,564
13	65,465
14	66,369
15	67,273
16	68,162
17	69,059
18	69,059
19	69,971
20	69,971
21	69,971
22	69,971
23	70,894
24	70,894
25	72,313
26	72,313
27	73,730
28	73,730
29	73,730

APPENDIX “E”

SUPPLEMENTAL SALARY SCHEDULE

2014 - 2016 Co-Curricular Salary Schedule

CLASS	POSITION	SALARY	PAYT.
1	Instructional Team Leader	6,663	Pay in 26
2	Head Boys Basketball Coach & Program Coordinator	6,150	Pay in 26
	Head Girls Basketball Coach & Program Coordinator	6,150	Pay in 26
	Head Football Coach & Program Coordinator	6,150	Pay in 26
	Athletic Trainer	6,150	Pay in 26
3	Proficiency Test Coordinator	5,638	Pay in 26
4	Head Baseball Coach & Program Coordinator	5,125	Pay in 26
	Head Softball Coach & Program Coordinator	5,125	Pay in 26
5	Health Promotion Coordinator	4,100	Pay in 26
	HS Academic Advisor	4,100	Pay in 26
	Level I Team Leader	4,100	Pay in 26
	Literacy Leader	4,100	Pay in 26
	Athletic Trainer Asst.	4,100	Pay in 26
	Head Gymnastics Coach & Program Coordinator	4,100	Pay in 26
	Head Soccer Coach & Program Coordinator	4,100	Pay in 26
	Head Swimming Coach & Program Coordinator	4,100	Pay in 26
	Head Wrestling Coach & Program Coordinator	4,100	Pay in 26
	Marching Band Director	4,100	2 Payts.
6	Head Volleyball Coach & Program Coordinator	3,588	Pay in 26
	HS Yearbook Advisor	3,588	Pay in 26
	Asst. Varsity Football Coach	3,588	2 Payts.
	Asst. Girls Soccer Coach	3,588	2 Payts.
	Asst. Boys Soccer Coach	3,588	2 Payts.
	Asst. Boys Basketball	3,588	2 Payts.
	Asst. Girls Basketball	3,588	2 Payts.
	Head Boys Track Coach		2 Payts.
	Head Girls Track Coach		2 Payts.
	Conditioning Program Head Coach	3,588	Pay in 26
7	MS Athletic Director	3,075	Pay in 26
	HS Drama Advisor	3,075	Pay in 26
	HS Stage Director	3,075	Pay in 26
	HS Audio-Visual Advisor	3,075	Pay in 26
	Asst. Gymnastics Coach	3,075	2 Payts.
	Head Girls Tennis Coach & Program Coordinator	3,075	Pay in 26
	Head Boys Tennis Coach & Program Coordinator	3,075	Pay in 26
	Head Cross Country Coach	3,075	2 Payts.
	Asst. Track Coach	3,075	2 Payts.
	Asst. Baseball Coach	3,075	2 Payts.
	Asst. Wrestling Coach	3,075	2 Payts.
	Equipment Manager	3,075	Pay in 26
	Asst. Varsity Softball Coach	3,075	?
	Locker Room Chaperone	3,075	Pay in 26
	HS Asst. Athletic Director	3,075	Pay in 26
8	9th Head Football Coach	2,563	2 Payts.
	Conditioning Program Asst.	2,563	Pay in 26
	9 Girls Basketball Coach	2,563	2 Payts.
	9 Boys Basketball Coach	2,563	2 Payts.
	Asst. Swim Coach	2,563	2 Payts.
	Asst. Boys Track Coach		2 Payts.

	Asst. Girls Track Coach		2 Payts.
	7/8 Track Coach	2,563	2 Payts.
	Asst. Volleyball Coach	2,563	2 Payts.
	Head Golf Coach & Program Coordinator	2,563	Pay in 26
	Vocal Director	2,563	Pay in 26
	Associate Marching Band Director	2,563	2 Payts.
	IAT Team Leader	2,563	Pay in 26
	Moon Buggy Coordinator	2,563	2 Payts.
9	HS Student Govt. Advisor	2,050	Pay in 26
	Jr. Class Advisor	2,050	Pay in 26
	Dept. Chair	2,050	Pay in 26
	Saturday School Supervisor	2,050	Pay in 26
	Level II Team Leader	2,050	Pay in 26
	Audio-Visual Advisor (South)	2,050	Pay in 26
	Athletic Dept. Apparel	2,050	Pay in 26
	Library Team Leader	2,050	Pay in 26
	Asst. Boys Tennis Coach		2 Payts.
	Asst. Girls Tennis Coach		2 Payts.
	7 th Grade Head Football Coach	2,050	?
	9th Asst. Football Coach	2,050	2 Payts.
	8 th Grade Head Football Coach	2,050	?
	9th Volleyball Coach	2,050	2 Payts.
	9th Wrestling Coach	2,050	2 Payts.
	9th Baseball Coach	2,050	2 Payts.
	Asst. Cross Country Coach	2,050	2 Payts.
	9th Softball Coach	2,050	2 Payts.
	8 Girls Basketball Coach	2,050	2 Payts.
	8 Boys Basketball Coach	2,050	2 Payts.
	7/8 Asst. Track Coach	2,050	2 Payts.
	Stem Club, Science Olympiad	2,050	2 Payts.
	Moon Buggy Assistant	2,050	2 Payts.
10	Breakfast Program Supv.	1,538	Pay in 26
	Administrative Detention Supv.	1,538	Pay in 26
	HS School Publications Advisor	1,538	Pay in 26
	MS Yearbook Advisor	1,538	Pay in 26
	School Photographer	1,538	Pay in 26
	Vocal Director's Asst.	1,538	Pay in 26
	Audio-Visual Advisor (North/West)	1,538	Pay in 26
	Varsity/JV Basketball Cheerleader Advisor	1,538	2 Payts.
	Intramurals Chairman	1,538	Pay in 26
	Head Indoor Track Coach	1,538	2 Payts.
	7/8 Head Baseball Coach	1,538	2 Payts.
	7/8 Softball Coach	1,538	2 Payts.
	7/8 Wrestling Coach	1,538	2 Payts.
	Varsity Football Cheerleader Advisor	1,538	2 Payts.
	7 Boys Basketball Coach	1,538	2 Payts.
	7 Girls Basketball Coach	1,538	2 Payts.
	Systems Operator	1,538	Pay in 26
	Lunchroom Supervisor	1,538	Pay in 26
	Yearbook Business Manager	1,538	Pay in 26
	8th Volleyball Coach	1,538	2 Payts.
	7th Volleyball Coach	1,538	2 Payts.

	7 th Grade Assistant Football Coach	1,538	?
	8 th Grade Assistant Football Coach	1,538	?
	Asst. Marching Band Director	1,538	2 Payts.
11	Band Uniform Maintenance	1,333	2 Payts.
	Pep Band Director	1,333	2 Payts.
	Auxiliary Marching Band Advisor	1,333	2 Payts.
	Key Club Advisor	1,333	Pay in 26
12	Safety Patrol Advisor	1,230	Pay in 26
	Quiz Bowl Chair	1,230	Pay in 26
	7/8 Asst. Baseball Coach	1,230	2 Payts.
	JV/9th Football Cheerleader Advisor	1,230	2 Payts.
	MS Football Cheerleader Advisor	1,230	2 Payts.
	MS Basketball Cheerleader Advisor	1,230	2 Payts.
	9th Basketball Cheerleader Advisor	1,230	2 Payts.
13	Intramurals Asst.	1,025	Pay in 26
	Asst. Indoor Track Coach	1,025	2 Payts.
	MS Student Govt. Advisor	1,025	Pay in 26
	HS Quiz Team Asst.	1,025	Pay in 26
	Grade 12 Class Advisor	1,025	Pay in 26
	Grade 10 Class Advisor	1,025	Pay in 26
	Grade 9 Class Advisor	1,025	Pay in 26
	MS School Publications Advisor	1,025	Pay in 26
	NHS	1,025	Pay in 26
14	MS Stage Director	820	Pay in 26
15	7/8 Basketball Chaperone	615	2 Payts.
	Chaperone	615	Pay in 26
	Student Social Comm. Chair	615	Pay in 26
	MS Quiz Team Advisor	615	Pay in 26
	MS NHS	615	Pay in 26
	MS Stem Club	615	Pay in 26
16	Student Social Comm. Member	410	Pay in 26
	Arts Magnet Drama Advisor	410	Pay in 26
	Arts Magnet Dance Advisor	410	Pay in 26
	MS Show Choir	410	Pay in 26
17	MS Quiz Team Asst.	308	Pay in 26
	Family Nite Out Coordinator	308	2 Payts.
18	Interest Club	103	June
	Annual Music Festival	103	June
	HS/MS Special Banquets (Food Srvc.) (per banquet)	103	June
	Small Schools Director of Secondary Summer School (max. 127 hrs./summer)	25.00	
	Career & Technical Education Student Organization Activity Adv. (max.\$6000/yr. total for VICA, BPA, FCCLA/HERO, DECA)	15.38	
	Special Inservice Instructional Support	23.00	
	Summer Music Clinic	23.00	
	Summer Music Clinic Coordinator	25.63	
	IAT Team Member	23.00	
	Choir Accompanist (not to exceed \$5500)	15.38	
	Special Performances (per teacher)	61.50	
	Touring Company Director (per performance-max.20)	61.50	
	Touring Company Asst. Dir. (per performance-max.20)	46.13	

Teaching Class during planning period (per class)	23.00
Cafeteria Supervisors	23.00
Supervising admission-fee school programs- (per session)	23.00
Scouting trips (fball) per trip/per individ.-\$1000/sport/yr.	23.00
Scouting trips (bball) per trip/per individ.-\$2000/sport/yr.	23.00
After School Detention Supervisors	23.00
Summer school teachers	23.00
Adult evening teachers	23.00
\$75/non-working day for attending/participating in vocational club activities as approved by Voc. Director	
NOTE: Except as noted payment will be every other Friday.	

APPENDIX “F”

EVALUATION FORMS

TEACHER OBSERVATION FORM

Date _____

Teacher _____

School _____

Observer _____

Lesson Content

1. Lesson Plans: Yes _____ No _____
2. Correlated to course of study/state mandated tested objectives: Yes _____ No _____
3. Lesson: Appropriate _____ Inappropriate _____
4. Teacher preparation: Well prepared _____ Some preparation _____ No evidence of preparation _____
5. Evaluation strategies: appropriate for students: Yes _____ No _____
aligned with goals: Yes _____ No _____
6. Comments: _____

Classroom Management

1. Climate of classroom promotes fairness: Yes _____ No _____
2. Establishes rapport with students: Yes _____ No _____
3. Challenges learning expectations:
As a coach: Yes _____ No _____
As a cheerleader: Yes _____ No _____
Other _____
4. Maintains consistent standards of classroom behavior: Yes _____ No _____
5. Physical environment is as safe and conducive to learning as possible Yes _____ No _____
6. Effective use of classroom time, i.e., begins class promptly: Yes _____ No _____
7. Comments: _____

Teaching Strategies/Student Learning

1. Types of strategies employed: lecture _____ drill _____ technical presentation _____
review _____ demonstration _____ other _____
2. Types of activities employed: worksheet _____ cooperative grouping _____ pairs _____
Inquiry projects _____ presentations _____ other _____
3. Assessment aligned with strategies and activities: Yes _____ No _____
 - a. Kind of immediate assessment used: _____
 - b. Level of questioning being asked: _____
4. Learning goals and instructional procedures are clear to students: Yes _____ No _____
5. Content is comprehensive to students: Yes _____ No _____
6. Students are encouraged to extend their thinking: Yes _____ No _____
7. Instructional time is being used effectively: Yes _____ No _____
8. Comments: _____

Professional Development

1. Reflection of learning goals are being met by: journaling _____ conference _____ book study _____
workshops _____ seminar _____ university class _____
reading endorsement _____ other _____
2. Professional relationships with colleagues are being built: Yes _____ No _____ Ongoing _____
3. Ways in which communication with parents or guardians communicate students' learning is/are:
Phone calls (log) _____ letter(s) _____ newsletter(s) _____ other _____

Job Performance

1. Meeting expectations _____ Not meeting expectations _____

Suggestions: _____

This form shall be the standard observation instrument used for teachers in the Lima City Schools with 0-3 years experience in the Lima City School System. In addition, an administrator may use this observation form, at their discretion, when observing an experienced teacher.



Lima City Schools Career Job Appraisal

This form shall be the standard evaluation instrument used for teachers in the Lima City Schools with 0 – 3 years experience. In addition, an administrator may use this instrument at his/her discretion when evaluating an experienced teacher.

Name _____ Year 20__ - 20__ School _____

Job Description Title _____ Contract Type:
_____ Limited
_____ Continuing

Signature, Professional

Signature, Evaluator

(Signature indicates that conferences have been held and professional has seen this final report in its entirety; such signature implies neither acceptance or rejection of the report. If needed, the professional may respond to and/or rebut the appraisal.)

Dates:

Pre-Appraisal Conference _____

Final Conference _____

Observation Visits _____

Observation Confs. _____

JOB TARGETS

1. Goal(s): The following goals for this professional have been mutually agreed upon by the professional and the evaluator:
2. Summary Comments:

The evaluator should make comments pertinent to each of the following topics. These comments could include "Strengths," Weaknesses," and "Suggestions for Improvement." If "Weaknesses" are delineated, "Suggestions for Improvement" must be included. The comments made herein should be supported by the "Classroom Observation" forms that are a part of the "Career Job Appraisal" process.

I. LESSON CONTENT:

II. CLASSROOM MANAGEMENT:

III. TEACHING STRATEGIES

IV. EVIDENCE OF LEARNING

V. JOB PERFORMANCE

VI. SUMMARY COMMENTS

JOB TARGET/DEVELOPMENT PLAN

Name _____

Goals:

Target Goal:

Possible alternatives that might be used for attaining goal:

_____	Independent Work
_____	Observation
_____	Peer Resources
_____	Self-Assessment
_____	Growth Plan
_____	Other

Strategies/Outcomes:
(See other side)

- Other Goals (Optional)

Additional Comments:

Signature (Professional) _____ Date _____

Administrative Response:

Signature (Administrator) _____ Date _____

Pick One Target Goal That Meets The Following Criteria:

Lesson Content: A. Lesson Plans B. Course of study correlation C. Lesson appropriateness
D. Teacher preparation

Classroom Management: A. Student Involvement B. Student Control C. Time on Task
D. Management Techniques/Student Monitoring E. Room Appearance

Teaching Strategies: A. Types of activities/strategies B. Use of teaching elements.

Evidence of Learning: A. Feedback elicited B. Types of questions asked C. Types of
student thinking demonstrated:

APPENDIX “G”

GRIEVANCE REPORT FORM

LEA
GRIEVANCE REPORT FORM

Name of Grievant: _____

Date of Grievance: _____

Building: _____

Assignment: _____

GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Grievant _____

STEP 1: INFORMAL WITH GRIEVANT

Date of discussion: _____

Resolved: **Yes:** _____ **No:** _____

STEP 2: WRITTEN: TO BE FILED WITH THE **IMMEDIATE SUPERVISOR** FROM STEP 1.
MUST BE WITHIN FIFTEEN (15) DAYS OF GRIEVANCE INCIDENT.

Date filed: _____

Received by: _____

Attachments: _____ Yes _____ No

Date of hearing: _____

MUST BE WITHIN FIVE (5) DAYS OF FILING DATE

Response date: _____

MUST BE WITHIN THREE (3) DAYS OF HEARING DATE.

Received by: _____

DISPOSITION: Is the grievance settled at Step 2? _____ Yes _____ No

COMMENTS: _____

STEP 3: MUST BE WITHIN FIVE (5) DAYS OF RECEIPT OF RESPONSE AT STEP 2 WITH
SUPERINTENDENT/ASSISTANT SUPERINTENDENT

Date filed: _____ Received by: _____

Date of hearing: _____ MUST BE WITHIN FIVE (5) DAYS OF FILING DATE.

Response date: _____ Received by: _____

STEP 4: (**ARBITRATION**) MUST BE WITHIN TEN (10) DAYS OF RECEIPT OF RESPONSE
AT STEP 3. TO BE FILED WITH THE SUPERINTENDENT OF SCHOOLS.

Date filed: _____ Verification attached: _____ Yes _____ No

Note: The Grievance Form with the original signatures should move from step-to-step.

APPENDIX “H”

EMPLOYEE (TUITION) REIMBURSEMENT FORM

EMPLOYEE (TUITION) REIMBURSEMENT FORM

PERSONAL INFORMATION:

NAME:

ADDRESS:

YOUR LIMA CITY BUILDING:

UNIVERSITY/INSTITUTION INFORMATION:

NAME OF SCHOOL:

ADDRESS:

TYPE OF VERIFICATION:

Grade Card Copy

☐

Transcript

☐

Other

☐

COST/RECEIPT:

TRIMESTER:

October 30

☐

February 28

☐

July 30

☐

Signature of Applicant

Date Received

Date

Date of Return Copy Sent

Procedures for Employee Tuition Reimbursement Fund

The Board will provide a \$25,000 annual fund for employees attending an accredited university/institution to be used for tuition reimbursement. It will be distributed October 30, February 28, and July 30 proportionally by number of applicants. Grades must be B-or better. Payment must be repaid 100% within the first two (2) years or 50% within four (4) years, if the employee leaves the District.

Each funding period will have one-third ($1/3$) of the annual fund and will be divided proportionally. Eligibility for payment entails the following:

1. Employees covered under Article 1 of negotiated agreement.
2. A completed form for each payment trimester sent to the office of the Treasurer thirty (30) days prior to the distribution date (i.e., September 30, January 30, and June 30).
3. The verification of a grade of B- or better accompanied by a receipt for tuition from a fully accredited university/institution thirty (30) days prior to the distribution date (i.e., September 30, January 30, and June 30).

Verification arriving after the required dates will be applied during the next distribution date. You will need to submit materials for each trimester in which you wish to participate.

APPENDIX “I”

ENTRY YEAR PROVISION

RESIDENT EDUCATOR PROVISION

The Ohio Resident Educator Program is a four-year induction system of support and mentoring for new teachers. Successful completion of the residency program is required to qualify for a five-year professional educator license.

Mentor and Resident Educator will be granted necessary release time up to four (4) days each. The Coordinator may approve additional release time for Mentor/Resident Educator, if needed.

Pay for services will be as follows, per year:

Coordinator/Co-Coordinator	\$3,000.00 OR Half day position/teacher (to be determined by the Superintendent)
Lead Mentor	\$1,500.00
Mentor	\$1,000.00

Mentors/Lead Mentors – a teacher desiring to serve as a mentor for the Resident Educator Program shall have five (5) years of teaching experience, preferably in the same teaching field.

Lead Mentors will be provided to assist mentors with their duties. Lead mentors will be compensated at \$1,500 per year. There will be one (1) lead mentor for every seven (7) mentors.

Confidentiality – Mentors shall communicate directly with the entry year teacher and shall hold all information in strict confidence. All interactions, written or verbal between the mentor teacher and entry year teacher, shall be confidential information.

No mentor shall participate in any informal or formal contractual evaluation of a resident educator.

No mentor shall be directed, required or requested to make any recommendations regarding the employment of a resident educator.

APPENDIX “J”

STANDARDS-BASED TEACHER EVALUATION

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 evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth as well as promotion and retention decisions for teachers.

This policy has been developed in consultation with teachers employed by the Board. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent, or designee, to establish and maintain an ongoing Evaluation Policy Consultation committee consisting of an equal representation from the board and the LEA. Members representing the LEA will be appointed by the LEA Board of Directors. The express purpose of this committee is 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.

Definition of “Teacher”

This policy applies to District employees who meet on the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or

4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

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 Superintendent, Treasurer, Business Manager and any "other administrator" as defined by ORC 3319.02 are not subject to evaluation under this policy.

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

- a. Meets the eligibility requirements under ORC Section 3319.222(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.
- d. Credentialed evaluators will be employees of the Lima City Schools.
- e. Lima Education Association bargaining members will not evaluate Lima Education Association bargaining members.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assignment and 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.

All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on a least **two** formal observations and periodic classroom walkthroughs **each school year**.

Calculate Teacher Performance

Teacher Performance is evaluated on at **least** two cycles (one per semester) of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the

effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators: [R.C. 3319.111]

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which, must be aligned to the *Ohio Standard for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

- Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least **three** formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation. There will be at least 15 working days between each observation. Formal observations will be conducted on days when normal classroom procedures can be expected.
- A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated **every other school year.**
- A teacher who receives a rating "Accomplished" on his/her most recent evaluation may request that, in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request at his/her sole discretion.

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

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.

Formal Observation Procedure

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.

A post-observation conference shall be held after each formal observation **within 5 working days.**

Informal Observation/Classroom Walkthrough Procedures

1. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
2. A debriefing of informal observation information must be shared with the employee within 5 work days. *There will be a form or an email that sums up the informal observation.*
3. Classroom observations will not take place during the first week of school.

Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level Valued-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

In the calculation for student academic growth, a student who has sixty or more excused and/or unexcused absences for the school year will not be included.

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 valued-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 available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher’s schedule.

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

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

³ If used, only one “shared attribution” measure can be utilized per instructor.

When the 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.

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. Student Growth Measures may be comprised of SLO's, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board.

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

- a. Above
- b. Expected
- c. Below

Final Evaluation Procedures

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

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

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

Professional Growth Plans and Professional Improvement Plans

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

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose.
- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle.
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examination 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, 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:

- Failing to complete all required written examinations under this section,
- Failing score on a written examination(s) taken pursuant to this section,
- 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
- 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 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 Standard 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.

Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through non-renewal or termination when the following has been demonstrated:

- a. Failure of a core subject area teacher required to take a written examination to pass such examination;
- b. Failure of core subject area teacher required to take a written examination to complete required professional development;
- c. Failure of core subject area teachers to complete all required written examinations;
- d. Receipt of an "ineffective" rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development;
- e. Receipt by any teacher of two (2) consecutive evaluations with an "ineffective" rating.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by

law and the terms of the collective bargaining agreement in effect between it and the LEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

APPENDIX

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

“Student Growth” – for the purpose of the district’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two 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” – encompasses 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.

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, non-renew 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 non-renew 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 or 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,” “Skilled,” and “Accomplished.”

Date: _____