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07/30/2014

NEGOTIATED AGREEMENT

BETWEEN

THE LEBANON EDUCATION ASSOCIATION

AND

THE LEBANON BOARD OF EDUCATION

SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2016

IMPORTANT DATES

August 1	Transcripts due for salary placement for upcoming school year.
Start of each school year	BLTs establish use of early release days.
September	Summer supplemental contracts salary paychecks. Teachers with extended days receive compensation for days worked.
September 15	Written notification of tenure eligibility submitted to building principal.
September 15	Special education teachers/speech therapists make selection of stipend or release time.
October 1	Last date to activate participation in the Sick Leave Bank.
October 1	Transcripts due for salary placement to be retroactive to start of school year.
October	Association deductions begin (20 installments).
November	Autumn supplemental contracts salary paychecks.
January	Calendar Committee submits recommended calendars to LEA membership for a vote.
January	LPDC members receive compensation for hours worked. Paid committee members receive compensation for hours worked. Half payment of stipend to special education teachers/speech therapists.
February 1	Transcripts due for salary placement to be retroactive to start of second semester.
February 1 – March 1	Requests received for supplemental contract changes/additions.
March	Winter supplemental contract salary paychecks.
March 15	Notification from teachers on a leave of absence of intent to return for subsequent school year to guarantee return to his/her original assignment.
March 15	Job sharing proposal submission to building principal.
April 1	General transfer requests must be received in superintendent's office.
May	Month when Board takes action (renewal or nonrenewal) on employment contracts.
June 1	Final date for notice to individual teacher of contract nonrenewal.
May	Spring supplemental contract salary paychecks.

May 1	Teachers notified of approval status of job share proposal.
May 15	Application due for requesting sabbatical leave.
By end of each year	Grades Preschool – 6 determine hours for opening day conferences for subsequent school year.
June	LPDC members receive compensation for hours worked. Paid committee members receive compensation for hours worked. Half payment of stipend to special education teachers/speech therapists. Teachers with extended days receive compensation for days worked.
July 10	Last date to submit resignation without possible consequences.
August 1	Specific posting not required for vacancies occurring after date.

ARTICLE 10 – EVALUATION

IMPORTANT EVALUATION DATES

PLAN 1 – PROFESSIONAL GROWTH

December 15	First cycle of the evaluation procedure completed for teachers on Plan 1 when principal has a concern regarding performance.
March 15	Second cycle of evaluation procedure completed for teachers on Plan 1 when principal has expressed a concern regarding performance in December.
March 15	<i>Teacher Performance Assessment Summary</i> completed for teachers on Plan 1 when principal has no noted areas of concern.

PLAN 2 – CONTINUOUS PROFESSIONAL GROWTH

December 15	Final date for goal setting conference.
December 15	First cycle of the evaluation procedure completed for teacher on Plan 2 when principal has a concern regarding performance.
March 15	Second cycle of evaluation procedure completed for teacher on Plan 2 when principal has expressed a concern regarding performance in December.
May 15	Evaluation completed for teachers on Plan 2 when principal has no noted areas of concern.

PLAN 3 – FOCUSED PROFESSIONAL DEVELOPMENT

December 15	First cycle of the evaluation procedure is completed.
March 15	Second cycle of the evaluation procedure is completed. Teacher notified of principal's recommendation for contract renewal.

*Applicable to those teachers whose assignment does not require direct instruction for students at least 50% of the time (nurse, psychologist, counselor, speech therapist and media specialist).

EVALUATION PROCEDURE

MEMORANDUM OF UNDERSTANDING (OTES MODEL)

September 15	Completion of professional improvement plans.
End of October	Completion of professional growth plans.
January 15	First cycle of observations/evaluation completed for those teachers for whom the principal has a concern for teaching performance.
May 10	Final completion of evaluation.

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ARTICLE 1 - RECOGNITION

A. PREAMBLE

This agreement is entered into by and between the Lebanon City Board of Education, called Board, and the Lebanon Education Association, called Association.

B. RECOGNITION

The Board is recognized as the policy-making body of the school district, elected by the people, and directed by Ohio law to provide educational opportunity to the children of the district.

Board of Education Rights: The Association agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation, except to the extent the exercise of said authority is in conflict with a provision of this contract. It is agreed that these rights include:

1. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, layoff, recall, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district;
8. Effectively manage the work force in all aspects;
9. Take action to carry out the mission of the school district;
10. Make the rules and regulations by which the students and employees of the Board will be governed.

The Board shall not be required to negotiate on the exercise of and/or the effect of any of the above rights except to the extent that a change or implementation directly impacts a provision of this agreement. In such cases, the Board shall be required to negotiate the effect on said provision, upon the request of the Association.

The superintendent is recognized as the chief administrator of the Lebanon City School District and executive agent of the Board, to implement and administer policies of the school district.

The Association, an affiliate of the Ohio Education Association and the National Education Association, is recognized as the exclusive bargaining representative for the bargaining unit.

The bargaining unit is defined as certified staff employed on a full or part-time basis. Administrators and substitute teachers are excluded from the bargaining unit.

C. DEFINITIONS

1. A teacher, as referred to in this agreement, shall mean members of the bargaining unit.
2. Days shall mean a workday, Monday through Friday, unless otherwise specified, excluding legal holidays or days when school is not in session.
3. Seniority shall be defined as the teacher's length of continuous employment in the district in a bargaining unit position, and all periods when the teacher was on approved leaves of absence.
 - a. Seniority shall accrue for all time a teacher is on active pay status or on military leave.
 - b. Time spent on layoff or when a teacher received worker's compensation benefits shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
 - c. Teachers shall accrue one (1) year of seniority for each one hundred-twenty (120) paid days in a school year.
 - d. If seniority is equal for two or more teachers, the following shall be used when there is a need to break the tie:
 - 1) The date of the Board meeting at which the teacher was hired: and then by;
 - 2) Previous days of regular teaching experience outside the employment of the Lebanon City Schools, then by;
 - 3) Number of days of substitute teaching in Lebanon City Schools, then by;
 - 4) Broken by lot using a procedure mutually established by the Association and Board.
 - e. A seniority list shall be developed / updated at the start of each school year. Teachers shall be listed by contract status within each area of certification / license.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

- A. Issues of negotiations that are recognized as matters of concern to the Board or Association are those affecting employment, working conditions, wages and hours, and other related issues that affect the instructional program and staff of the district as more fully set forth in Section 4117.08 (A) ORC.

- B. Bargaining Teams: Negotiations shall be conducted between representatives of the Board and Association. These representatives shall be known as the bargaining teams. The Association's team shall consist of one representative from each building, the Association Co-Presidents, and the Association's OEA Representative. The number of members on the Board's team shall include up to the number on the Association's team. Each team represented shall determine who will be its bargaining team representatives, but shall not select members of the other team. Bargaining team members shall bargain in good faith.
- C. "Good Faith" Bargaining: All bargaining shall be in good faith, meaning both parties pledge that they shall consider all issues submitted to the bargaining procedure with an intent to reach agreement.
- D. Bargaining Sessions
1. All bargaining sessions shall be in executive sessions, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the bargaining session.
 2. At the conclusion of each bargaining session, a time, date and place for the next session will be set, until all matters submitted for bargaining have been agreed to or otherwise resolved.
 3. Caucus - Either bargaining team may call for a caucus during a bargaining session. A caucus shall last for a period of thirty (30) minutes unless another time limit is mutually agreed.
 4. Recess - A recess in the bargaining period may be called by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place and date have been established for the next session, which shall take place within a reasonable amount of time.
 5. Meetings shall be conducted on other than school time, except by mutual consent and then with no loss in pay to teachers on the negotiating team.
- E. Exchange of Information - Each bargaining team agrees to provide the other, upon request, pertinent information in areas that are to be discussed during the bargaining period.
- F. Progress Reports - Each bargaining team shall be responsible for making periodic progress reports to the party they represent during the bargaining period. News media releases shall not be released by either team during the term of negotiations, including impasse, except by mutual consent.
- G. Bargaining Procedure
1. The bargaining procedure must be initiated by March 1, either with a letter from the president of the Board to the president of the Association, or the president of the Association to the president of the Board, with a corresponding copy being sent to the superintendent.
 2. Proposals shall be simultaneously exchanged by March 15. Upon exchange of proposals, no new proposals shall be submitted by either party unless by mutual agreement. A mutually

convenient date shall be set prior to April 1 which shall be considered the first official negotiations session.

3. Tentative Agreement - As items are discussed and agreement reached, the items shall be reduced to writing and initialed by a representative of each team.

H. AGREEMENT

When tentative agreement has been obtained on all proposals submitted to the bargaining process, it shall be presented to the Association and the Board within fifteen (15) days of the final bargaining session. When approved by both parties, the contract shall be signed by the Association and the Board.

I. IMPASSE

If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, then either party may declare that an impasse exists at any time after that date.

If a party declares that an impasse exists, the two parties shall jointly request the appointment of a federal mediator from the Federal Mediation and Conciliation Service. The bargaining teams shall meet with the mediator in an effort to resolve negotiations. In the event that an agreement has not been reached within forty-five (45) days of the parties' first meeting with the mediator, then the impasse procedure shall be deemed to have been completed and each party may exercise all its legal options.

It is agreed that this impasse procedure supersedes and replaces the impasse procedure in Chapter 4117.14 of the Ohio Revised Code.

ARTICLE 3 - FAIR SHARE FEE

Teachers may join the Association, but membership shall not be a condition of employment or continued employment in the school district.

However, should a teacher choose not to join he/she shall be subject to the following:

- A. PAYROLL DEDUCTION OF FAIR SHARE FEE - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember 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.
- B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term 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.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All fair share fee payers - 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 December 31 until their second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
2. Upon termination of membership during the membership year, the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. TRANSMITTAL OF DEDUCTIONS - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. PROCEDURE FOR REBATE - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

F. ENTITLEMENT TO REBATE - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

G. INDEMNIFICATION OF EMPLOYER - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of the 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 misapply such fair share fee provision herein.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. GRIEVANCE POLICY

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial and fair hearing on grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

B. PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

C. GRIEVANCE DEFINED

A grievance is an alleged violation, misinterpretation or misapplication of this negotiated agreement. However, it is further agreed that a reprimand, disciplinary reassignment and/or contract termination shall not be subject to the grievance procedure. Contract termination shall be subject to the procedures set forth in 3319.17 Ohio Revised Code.

D. GENERAL PROVISIONS

1. An individual grievance shall be initiated by the teacher so aggrieved. Failure of an individual to file a grievance will not prejudice the issue in the future.
2. A group grievance shall be initiated by the Association on an alleged violation that affects two (2) or more teachers.
3. A grievance shall be reduced to writing on the appropriate form (Appendix B) and include:
 - a. the alleged violation
 - b. relief sought
 - c. date of initiating procedure
4. The parties may be represented at any level of the grievance procedure.
5. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
6. Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
7. Failure of the administration to respond in the time limit stated shall mean that the grievance has been denied and the grievant may proceed to the next level.

8. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board or construed in any fashion as a precedent setting matter in any future grievance.
9. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, and/or the administration to informally discuss matters of concern through normal channels of communication.
10. No reprisal shall be made against any party involved in use of this grievance procedure.
11. A grievance may be withdrawn at any level without prejudice or record. However, the party wishing to unilaterally withdraw the grievance, unless otherwise agreed to by resolution, shall pay the cost of all arbitration fees and arbitration expenses incurred as of the date of withdrawal.
12. No record, document or communication concerning a grievance shall be placed in the personnel file of any participants involved herein described.
13. A grievance may be formally initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
14. If an arbitration hearing is scheduled during the workday, the grievant and any necessary witnesses shall be provided release time to attend.
15. The Board and the Association recognize that the Association, and not the grievant, shall have the exclusive discretion in deciding whether or not to proceed to Level III of the grievance procedure in the event the parties are unable to resolve the issue at Level II.

E. PROCEDURE

1. An alleged grievance shall first be discussed informally with the building principal or other appropriate administrator prior to initiation of the written grievance procedure. During this discussion, the teacher shall inform the principal/administrator that the issue is a potential grievance. The building principal/administrator shall determine and inform the teacher if the subject of the grievance is not within his/her realm of responsibility as established in D.13 above.
2. Level I - Administration
 - a. A copy of the written grievance shall be submitted to the grievant's building principal/appropriate administrator within fifteen (15) workdays of the alleged violation.
 - b. A meeting shall be mutually agreed upon between the grievant and the administrator within five (5) workdays of the filing of the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
 - c. Within five (5) workdays of the meeting, the administrator shall provide the grievant with a written response stating his/her position and suggestion for resolving the grievance.

3. Level II - Superintendent

- a. If the grievant is not satisfied with the suggestion for resolving of the grievance received in Level I, he/she may within five (5) workdays of receipt of such written response, submit his/her written grievance to the superintendent.
- b. The meeting shall be held within five (5) workdays of the request. The meeting shall be conducted in a manner stated in Level I.
- c. Within five (5) workdays of the meeting, the superintendent shall provide the grievant with a written response stating his/her position and suggestion for resolving the grievance.

4. Level III - Arbitration

- a. If the grievant is not satisfied with the suggestion for resolving the grievance received in Level II, the Association may, within five (5) workdays of receipt of such written response, notify the Board of its intent to proceed to arbitration.
- b. The parties shall mutually agree to use the following three arbitrators:
 - A. Edward Goggin
 - B. Robert Stein
 - C. Frank Keenan

Assignment of grievances shall be made on a continuous rotating basis among the three above mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement.

- c. With the exception of selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.
- d. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.
- e. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.
- f. The arbitrator has the authority to determine arbitrability if such an issue exists. The Board must raise the issue of arbitrability fifteen (15) workdays after receiving notice from the Association of its intent to proceed to arbitration. Such notice shall include a motion of supporting memorandum submitted to both the Association and the arbitrator. The Association shall have fifteen (15) workdays in which to file a response to the Board's memorandum to both the Board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to hearing the grievance.
- g. The arbitrator shall have the power to subpoena witnesses and documents.
- h. No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure

conference must be held between the representatives of the Board and the Association at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclosure prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.

- i. The ruling of the arbitrator shall be binding.
- j. Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his discretion.

ARTICLE 5 - ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.
- B. If negotiations meetings or negotiations related activities such as impasse hearings between the Board and the Association are scheduled during a school day, the members of the Association negotiating team, with the approval of the superintendent or designee, will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings, provided, however, that the number of Association members participating at any one time shall be limited to two (2).
- C. In order for the Association to administer this agreement properly for the benefit of the teachers and the welfare of the school system and to otherwise properly represent the members of the negotiation unit, the representatives of the Association will have access to all school buildings and to all teachers, provided that the exercise of this right does not interfere with the educational program.
- D. The Board will, upon request, provide the Association with any documents and/or data which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to formulate programs or process grievances under this Agreement.
- E. Copies of minutes of official Board meetings and all other documents related to matters set forth in Section D above that are distributed to Board members at official meetings shall be available as soon as possible after such meetings for the Association president(s). A copy of the official agenda of the meeting, and any such related attachments, will be available for the Association president(s) forty-eight (48) hours prior to said meeting.
- F.
 - 1. The Association will have the right to use school buildings without cost in accordance with Board adopted policy for the use of its buildings. The principal of the building in question will be notified in advance of the time and place of all such meetings.
 - 2. There will be one (1) bulletin board of appropriate size and an adequate number of bookshelves reserved for the Association in the faculty lounge in each school building for the

purpose of displaying notices, circulars, and other such material. Copies of all such material will be shown to the building principal in advance, but his/her approval will not be required.

3. The Association will have the right to use the inter-school mail system and the email system to distribute material related to Association matters.
 4. The Association will be provided with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.
- G. 1. The Board agrees to deduct from the salaries of the teachers, dues and assessments for the Association and to transmit the monies promptly to the Association treasurer.
2. Deductions referred to in paragraph 1 above will be made in twenty (20) equal installments beginning in October. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- H. The Association shall be provided up to five (5) days of leave to attend to Association business.
- I. If the president of the Association has a K-6 assignment, he/she shall not be assigned to perform any non-teaching duties during the workday. This will allow the president to attend to Association business.
- If the president of the Association has a 7–12 assignment, he/she shall have a yearly schedule that includes a duty period. Such duty shall be to attend to Association business.
- J. The Association shall have the right to schedule, with the superintendent, time to meet with the teachers in each building once during the school year on an early release day. The purpose of said meeting shall be to provide information related to the teachers' rights and responsibilities and shall not be related to negotiations.

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ARTICLE 6 – BUILDING LEADERSHIP TEAM

- A. Each building shall establish a Building Leadership Team (BLT) whose purpose will be to provide a collaborative leadership approach at each building. The BLT will assist in setting the direction that will include the goals to guide each school in the continuous improvement of the teaching and learning for all students. Overall, the BLT shall function in a role to assure that the administrators and teachers in the building work together to communicate and resolve issues at the building level for mutual gain and success.
- B. As problems and issues arise the BLT will utilize a problem solving approach to develop an acceptable resolution. Each member of the BLT, including the principals, will be trained in the fall of each year on team building and on how to use problem solving methodologies as agreed upon by the Board and the Association.
- C. The BLT shall be comprised of a ratio of three (3) teachers to each principal, with a maximum of six (6) teachers per BLT. Attendance at meetings shall be limited to the members on the BLT, unless otherwise agreed by the team. Positions held by the teachers shall be elected by the staff within the building with assistance from the Association president(s) to assure a fair distribution/representation amongst grade levels, departments, etc.
- D. At the first meeting of the school year, the BLT shall determine who shall hold the position of chairperson, how minutes/notes shall be kept/distributed and how items shall be placed on the agenda. Additionally, the dates of the meetings for the school year shall be established.
- E. The BLT shall be scheduled to meet at least one time a month. Additional meetings may be called at the request of any member on the BLT.
- F. To allow for consistency, the term of a BLT teacher representative shall be two (2) years, with elections for replacement on a rotating basis.

ARTICLE 7 – DISTRICT LEADERSHIP TEAM

- A. A District Leadership Team (DLT) shall be established to facilitate communication between the Association and the district administration. The purpose of this committee is to discuss district-wide problems or concerns arising within the district or issues that cannot be resolved by a Building Leadership Team. Its purpose is neither to serve as an alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communication regarding concerns pertaining to the smooth functioning of the education system.
- B. The DLT shall consist of the Association's president(s) and a BR (Building Representative) / BLT member from each building and the superintendent. The superintendent may also have necessary administrative personnel attend based upon the items on the agenda. The DLT shall meet quarterly unless altered by mutual consent. At the start of each school year, the dates for the DLT meetings shall be established by the Superintendent and the Association Co-Presidents. A member of the Association and the superintendent shall serve as co-chairpersons of the DLT and shall be responsible for establishing the agenda for each meeting. A member of the DLT can request that others attend any meeting to provide pertinent information on an agenda item.

- C. The secretary, whose responsibility is to record minutes, shall be determined by the members of the DLT at the first meeting of the year. Minutes shall be distributed to all members on the liaison committee by the secretary.

ARTICLE 8 - JOB SHARING

A. PURPOSE

The purpose of job sharing is to allow two teachers to share one teaching position within the school district. Job sharing shall be voluntary and require the approval of both the building principal and the superintendent.

B. INITIATION

1. Two teachers who have completed at least four (4) years of teaching experience shall be eligible to apply for a job sharing assignment.
2. The teachers interested in job sharing shall submit a written proposal to the building principal for implementing their program prior to March 15 of the year preceding the proposed job share plan. Such proposal shall remain confidential until final approval.
3. If approved by the building principal, the plan shall then be submitted to the superintendent for his/her approval.
4. The teachers shall be notified by May 1 if their job sharing proposal has or has not been approved for the upcoming school year.
5. Both the principal and superintendent's decision as to whether or not to approve a job sharing proposal shall be final and not subject to appeal or the grievance procedure.
6. A job sharing plan shall be in effect for one school year and a new plan and approval must be completed on a yearly basis.

C. ELEMENTS OF A JOB SHARING PROPOSAL

A job sharing proposal shall minimally include the following:

1. A designation of how the time and teaching responsibilities, including planning time, shall be divided and shared among the teachers, including the specific time that each teacher shall be in attendance. At least a twenty (20) minute overlap shall be provided daily to allow for collaboration and communication.
2. A commitment/requirement that both teachers shall be required to attend parent-teacher conferences and attend to all other applicable responsibilities as provided by the contract and building expectations.

3. A designation of who will attend staff meetings, IEP meetings, IAT meetings and how communication will be exchanged between the teachers to insure that full information is shared. In addition the principal has the right to provide teachers with advance notice that both teachers are required to attend any such meetings.
4. A communication system for the parents so that consistent and complete information is provided.
5. A full description of the teaching techniques, methods and grading practices used by each teacher with an explanation of the steps the teachers will use to insure compatibility of such techniques and practices.

D. TEACHER EMPLOYMENT RIGHTS

The teachers shall during their employment on a job sharing basis:

1. Retain full rights and benefits under the contract, except as modified by this Article.
2. Receive a pro-rated salary based on the appropriate step/column on the salary schedule for full-time teachers based upon actual hours worked.
3. Accrue seniority and service years in accordance to Article 1, Section C(3).
4. Have accumulated sick leave prior to job sharing converted to hours (based on a 7.5 hour day). While job sharing, the teachers shall accrue and utilize sick leave based on hours. Once a teacher returns to full-time, the sick leave hours shall be converted back to days.
5. Shall receive full day's pay, if substituting for the other teacher.
6. Personal leave shall be utilized based on the concept that a workday is the number of hours the teacher is assigned to work (i.e. a four (4) hour workday equals a four (4) hour personal day). However, should unused personal leave days be converted to sick leave days in accordance to Article 37, Section H, such conversion shall be in hours, rather than days.
7. The Board shall provide a \$40,000 term life insurance policy, in accordance to Article 45, Section H, for each teacher.
8. Health and dental insurance shall be provided in accordance to Article 45, Section F and G within the following parameters: The dollar equivalent that the Board pays towards the premium for one (1) family health insurance plan and family dental plan will be provided to the teachers sharing a job sharing assignment. The teachers shall determine, when submitting their plan, how they will share the Board's portion of the premiums for the health insurance plan.

The overriding purpose of this section is to assure that the Board's cost of providing health insurance to the job sharing team is no greater than that which it would incur if the work of the teachers were performed exclusively by an individual having a family plan.

E. DISCONTINUATION OF JOB SHARING

1. If, due to unforeseen circumstances, a teacher is not able to continue in the job sharing program for the full school year, the other teacher will be required to assume all teaching responsibilities and return to full-time status.
2. Should a teacher, both teachers, principal or superintendent wish to discontinue the job sharing assignment for a subsequent school year, the teacher with the greater seniority, as defined in Article 1, Section C, shall retain the position on a full-time basis. The teacher with the less seniority shall be allowed to transfer to a vacancy for which he/she is certified. If there is no vacancy, the teacher shall be placed on the reduction in force list and retain all rights specified in Article 23.

ARTICLE 9 - SEQUENCING OF CONTRACTS

A. LIMITED CONTRACTS

Limited contracts shall be issued in the following sequence:

First Contract	One Year
Second Contract	One Year
Third Contract	One Year
All Succeeding Contracts	Two Years

However, at the discretion and recommendation of the superintendent, a teacher otherwise eligible for a two (2) year contract may be awarded a one (1) year contract on a one time basis during the teacher's career with the Board.

B. CONTINUING CONTRACT

At the start of the school year a notice shall be provided to teachers – by the Board and the Association – informing them that a written notification must be submitted by September 15 if a teacher becomes eligible for continuing contract/tenure status during the school year. Such notice shall be submitted to the building principal. Failure to provide such notification shall result in the issuance of a limited contract as specified in A. above.

Once the notice is provided, the teacher, including those who may be employed under a two-year limited contract, shall be considered a candidate for a continuing/tenure contract in May of that school year.

The actual qualifications for continuing contract/tenure eligibility and the required notification form shall be found in the LPDC binder provided to all teachers. Additionally, the notification form shall be available in each building office.

C. EXTENDED LIMITED CONTRACT

A teacher who is eligible for a continuing contract/tenure, who has provided proper notification, may be issued extended limited contracts for up to a total of three (3) years. Prior to the issuance of an extended limited contract, the teacher shall be provided specific written reasons as to the reason that a continuing contract was not issued. Such reasons shall be directed at professional improvement, based upon the teacher's evaluations.

This section shall replace and supersede the provisions in Ohio Revised Code 3319.11 with regards to employment under an extended limited contract.

D. REEMPLOYMENT

At the regular Board meeting in May, the superintendent shall present to the Board his/her recommendations for action on limited, extended limited and continuing contracts. A teacher is presumed to have accepted employment for the succeeding school year unless he/she notifies the Board, in writing, to the contrary on or before July 10th.

This section shall replace and supersede the provisions in Ohio Revised Code 3319.11 with regards to employment under an extended limited contract.

- E. A teacher hired to replace a teacher on a year-long child care leave shall be employed under a one year limited contract. Such contract shall automatically expire at the end of the year and will not be subject to the nonrenewal requirements specified in Article 11. However, should the Board elect to rehire the teacher for a subsequent year, he/she shall be considered in the second contract for sequencing purpose stated in A. above. All other terms and conditions of this agreement shall apply to said teacher.

However, if a teacher were hired to replace a teacher on a year-long child care leave after August 1, he/she may be discharged prior to the end of the first semester without any recourse in the grievance and arbitration proceedings or any other appeal or hearing procedures provided by state law. The superintendent shall provide said employee with a written notice of his/her intent to discharge prior to any action by the Board.

ARTICLE 10 - EVALUATION

The following evaluation procedure shall be utilized for those teachers who do not provide direct instruction for students at least fifty percent (50%) of the time (nurse, psychologist, counselor, speech therapist and media specialist).

Appendix F includes the evaluation procedure to be used, effective with the 2014-15 school year for all teachers defined under the Ohio Teacher Evaluation System (OTES).

A. INTRODUCTION

1. This evaluation procedure is comprised of three distinct plans defined in Section D. below. Each plan has its own unique purposes based upon the teacher's level of experience,

competency, and performance. For a reference guide, Appendix F has been included as an overview and quick comparison of the three plans.

B. EVALUATION CYCLE

1. A teacher with a one (1) year limited contract shall be evaluated annually using Plan 1.
2. A teacher holding a two (2) year limited contract shall be evaluated on the year in which the contract is expiring using Plan 2.
3. A teacher holding a continuing contract shall receive an evaluation at least once every three (3) years using Plan 2.
4. A teacher eligible for a continuing contract shall be evaluated on the year in which he/she will be considered for a continuing contract using Plan 2.

C. GENERAL PROVISIONS

1. Teachers who are assigned to two or more buildings shall be informed early in the school year as to which principal will be evaluating him/her. In buildings where there is an assistant principal a teacher shall be informed early in the school year as to which principal will be evaluating him/her.
2. Prior to initiating the evaluation process, the principal shall review with the teacher all the forms that will be utilized.
3. Any observation shall be for a minimum of thirty (30) continuous minutes. There is not a maximum number of times that a principal can observe a teacher.
4. A teacher shall have the opportunity to provide a collection of artifacts to demonstrate his/her methods in addressing any of the criterion for effective teaching.
5. Observations shall not be scheduled and conducted on the first week of school or on the day before or after a school holiday or vacation.
6. At the time of an observation, the principal shall notify the teacher of that fact when he/she enters the room.

D. EVALUATION PROCEDURE

1. PLAN 1 – INITIAL PROFESSIONAL GROWTH

A. Who

1. A teacher with less than three (3) years of teaching experience.
2. A teacher new to Lebanon City Schools with a minimum of one (1) year of teaching experience.

B. Purpose

1. To ensure that criterion for effective teaching are understood, accepted, and demonstrated.
2. To provide support in implementing the criterion for effective teaching.
3. To provide accountability for decisions to continue employment/renew contracts.

C. Method

1. There shall be a minimum of two (2) observations. However, there is not a maximum number of times a principal can observe a teacher.
2. At least one observation shall be scheduled between the teacher and principal which shall include a pre-observation and artifact collection conference to be held in the teacher's classroom. For teachers newly hired by the Board, this observation shall be the first one of the school year. A post-observation conference shall be held within ten (10) days after the observation. The principal shall notify the teacher of any area of concern.
3. Any additional observations shall be conducted which may or may not include a pre-observation conference. A post-observation conference shall be held within ten (10) days after the observation. The principal shall notify the teacher of any area of concern.
4. Principal Concerns
 - a. If the principal has a concern about the teacher's teaching performance, a *Teacher Performance Assessment Summary* (see Appendix F) shall be completed prior to December 15. Such form shall be provided to the teacher at a conference and shall include suggestions for improvement. Additionally, the principal shall notify the Association president when a teacher is provided this form in December.
 - b. A second *Teacher Performance Assessment Summary* shall be completed and provided to the teacher at a conference by March 15. Such conference shall include a discussion regarding the teacher's progress in the area of concern listed in the first assessment as well as the teacher's strengths and weaknesses observed during the school year. The principal shall also inform the teacher as to his/her recommendation for contract renewal and what evaluation plan he/she shall be on for the following school year.
5. If no noted areas of concerns are observed throughout the year, a *Teacher Performance Assessment Summary* shall be completed and provided to the teacher at a conference by March 15. Such conference shall include a discussion as to the teacher's strengths and weaknesses. The principal shall also inform the teacher as to his/her recommendation for contract renewal and what evaluation plan he/she shall be on for the following school year.

2. PLAN 2 – CONTINUOUS PROFESSIONAL GROWTH

A. Who

1. A teacher holding a two (2) year limited contract.

2. A teacher holding a continuing contract.

B. Purpose

1. To enhance professional growth
2. To improve student achievement
3. To focus on school improvement issues
4. To provide feedback on professional issues
5. To give a teacher the opportunity to focus on any of the domains.

C. Method

1. Goal Setting: An initial goal setting conference shall occur by December 15 at the start of the teacher's evaluation cycle. One (1) to three (3) goals shall be mutually established between the principal and the teacher based on any of the four domains. The actual formal evaluation will not start until the teacher's second year of his/her limited contract or every third year for a teacher on a continuing contract.
2. Formal Evaluation: Observations shall be optional except in the case when the teacher is eligible for a continuing contract. Then at least one (1) observation is required.
3. Principal Concerns
 - a. If the principal has a concern about the teacher's teaching performance, a *Teacher Performance Assessment Summary* (See Appendix E) shall be completed prior to December 15. Such form shall be provided to the teacher at a conference and shall include suggestions for improvement. Additionally, the principal shall notify the Association president when a teacher is provided this form in December.
 - b. A second *Teacher Performance Assessment Summary* shall be completed and provided to the teacher at a conference by March 15. Such conference shall include a discussion regarding the teacher's progress in the area of concern listed in the first assessment. If the concern has not been addressed and/or corrected, the principal may inform the teacher that he/she will be placed on a Plan 3 evaluation at the beginning of the next school year.
4. If there are no noted areas of concern an artifact conference shall be held between the principal and the teacher. At this time the teacher shall provide samples of artifacts that support the attainment/completion of the established goals.

Following this conference, the principal shall provide a written narrative by May 15.

3. PLAN 3 – FOCUSED PROFESSIONAL DEVELOPMENT

A. Who

1. A teacher who has not demonstrated satisfactory performance in Plan 1 and was informed during his/her final conference that he/she would be evaluated on Plan 3 (see Plan 1, Section C [4b] above).

2. A teacher who has not demonstrated satisfactory performance in Plan 2 and was informed at the March conference that he/she would be evaluated on Plan 3 (in Plan 2, Section C [3b] above).
3. A teacher provided an extended limited contract in accordance with Article 9, Section C).

B. Purpose

1. To demonstrate the commitment of the district to ongoing growth and the development of all teachers.
2. To improve the performance of teachers who have been identified by the principal as needing assistance in meeting the criterion of effective teaching.
3. To implement a process which is positive and should assist in professional growth.
4. To provide accountability for decisions to continue employment/renew contracts.

C. Method

1. The principal shall establish an assistance team in collaboration with the teacher. The teacher may elect to include an Association representative at the meeting when the assistance team is established.
2. A strategic plan to help the teacher shall be created. This plan shall include:
 - a. An identification of areas of weakness;
 - b. The establishment of goals based on the domains;
 - c. The determination of a support structure for the teacher;
 - d. The data to be collected;
 - e. The expected outcomes;
 - f. An established timeline.
3. The strategic plan shall also include, but not be limited to:
 - a. Direct observation of instruction or other activities
 - b. Conferences with the teacher
 - c. Peer coaching
 - d. Mentoring
 - e. Necessary follow-up activities
 - f. Strategies designed to assist the instructional process/areas of weakness
4. The principal shall provide two (2) written narrative summaries based upon the strategic plan. The first shall be completed by December 15 and the second by March 15.
5. The March 15 written narrative shall be presented at a conference with the teacher. The principal shall also inform the teacher as to his/her recommendation for contract renewal and what evaluation plan he/she shall be on for the following school year.

E. The evaluation procedures included in this Article supersede and replace the evaluation procedures set forth in ORD 3319.111. Any alleged violations to this procedure shall be processed through the grievance procedure established in Article 4.

F. RESEARCH AND DEVELOPMENT TEAM

1. The Research and Development Team that established the evaluation procedure outlined in this Article shall meet annually to review its efficiency and effectiveness. The team, through a consensus, may alter any of the evaluation forms utilized. Prior to any substantive alterations, the Association president shall be informed of the changes and given the opportunity to provide input.
2. The individuals serving on the Research and Development Team, during the previous school years shall continue in their roles. Should any vacancy occur, the Association president shall appoint a replacement for an Association vacancy; the superintendent shall appoint a replacement for an administration vacancy.

ARTICLE 11 - NONRENEWAL

A. A recommendation by the building principal to the superintendent or by the superintendent to the Board, for the nonrenewal of a teacher's regular limited contract shall take into account the teacher's ability or lack thereof, and the degree of professional competency of the teacher, or the lack thereof. One of the functions of the formal evaluation procedure is to measure each teacher's ability and professional competency; another function of such procedure is to apprise the teacher thereof.

A full written record of evaluation of a teacher's performance shall be maintained in accordance with the evaluation procedure by each building principal, and such written record shall be complete prior to any contract recommendation.

B. The building principal shall make a recommendation to the superintendent for the nonrenewal of a teacher's regular limited contract only upon such reasons as may appear in the written record of evaluation maintained in accordance with the evaluation procedure. Prior to making such recommendation to the superintendent, the building principal shall apprise the teacher involved of the opportunity for a private informal conference with the principal for the purpose of discussing such reasons and the recommendation. The principal shall apprise the teacher at the earliest possible date during the evaluation period of unsatisfactory professional performance, so that the teacher may have as much opportunity as possible to improve and correct deficiencies. The principal shall enter such comments as he/she may deem appropriate as to the ability and/or willingness of the teacher to respond and improve, as he/she may observe, and the written evaluation record.

C. If the superintendent intends to recommend the nonrenewal of a teacher's regular limited contract to the Board, he/she shall provide a written notice which shall include the reasons for recommending a nonrenewal to the teacher four (4) workdays before the Board meeting at which the Board intends to take action upon the contract. A copy of the notice shall be sent to the Association co-presidents. The teacher shall have the opportunity for a conference with him/her to

discuss the reasons for his/her recommendations. The teacher may be accompanied by Association representation.

- D. Upon request, a teacher shall be granted a review by the Board prior to the time action is taken upon the superintendent's recommendation of nonrenewal. Such review shall be in executive session and at this review the teacher shall be granted an opportunity to show cause why his/her contract should be renewed. The teacher may be accompanied by his/her representative.

Should the Board take action to nonrenew the contract, written reasons for such nonrenewal shall be provided by June 1.

- E. Requests for conference/hearing as specified in Paragraphs C and D above shall be made, in writing, to the superintendent.
- F. It is agreed that this nonrenewal procedure shall supersede and replace the hearing procedures set forth in 3319.11 of the Ohio Revised Code. Any alleged contractual violations shall be subject to the grievance procedure with the arbitrator having the authority to grant relief consistent with 3319.11 and 3319.111 of the Ohio Revised Code and Supreme Court cases interpreting said statute.

ARTICLE 12 - VACANCIES AND TRANSFERS

A. DEFINITION

- 1. Vacancy - is an open position, certified or supplemental, which results from a transfer, resignation, retirement, death, nonrenewal, termination, or the creation of a new position.
- 2. Voluntary Transfer - When a teacher requests a change in a grade level, department, course, or building assignment.
- 3. Involuntary Transfers - When the administration initiates a change in grade level, department, course, or building assignment.

B. POSTING

- 1. The Board declares its support of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff provided, however, that the positions of superintendent and other central office administrators are excluded from the provisions of this policy.
- 2. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. A vacancy open after the start of the school year shall be filled on a temporary basis until the end of the normal school year, at which time the position will be considered vacant, and posted in accordance with B.3 below.

3. Positions filled on a temporary basis and all vacancies shall be posted in the office and faculty bulletin boards in each building (during the times when buildings are open), on the district's website and the all-subscriber email. Such notices shall be posted for a minimum of five (5) days before a recommendation to fill vacancies is made in accordance to C.3 below. However, vacancies occurring after August 1 shall not be subject to the five (5) day minimum posting.

C. REQUESTS FOR TRANSFER

1. A teacher may request a transfer in response to a posted vacancy by submitting a written letter (hard copy).
2. In making a request for a transfer/vacancy, the teacher may provide or be asked to provide any support information and/or schedule a conference with the appropriate administrator to discuss his/her rationale for the position.
3. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Recommendations to fill vacancies shall be made on the basis of experience, competency, and qualification of the applicant, seniority, and other relevant factors. A teacher who has requested assignment to a vacancy by responding to a specific posting shall be considered for the position prior to any outside applicant. However, the Board shall maintain the discretionary right to determine the most qualified applicant to fill any vacant position.
4. Teachers who have requested transfers/vacancies shall be provided written notice as to the Board's decision in filling the position.

D. INVOLUNTARY TRANSFER

1. Involuntary teacher transfers shall be avoided whenever possible, unless, in the judgement of the superintendent or of the Board, they are in the best interest of the district.
2. When an involuntary transfer must be made due solely to a reduction in the number of classes within a grade level within a building or a department (7-12), the least senior teacher properly certified shall be transferred.
3. A teacher shall be notified, in writing, of an involuntary transfer which shall include the reason for said transfer. Upon request, the teacher shall meet with the superintendent to discuss the reasons for the transfer.

ARTICLE 13 - WORKDAY

The teacher's workday shall consist of not more than seven and one-half (7-1/2) hours daily, including a duty-free, thirty (30) consecutive minute lunch. When a teacher's schedule is adjusted for unavoidable meetings that conflict with his/her lunch, arrangements will be made to provide a duty-free thirty (30) minute lunch.

ARTICLE 14 - PERSONNEL FILE

- A. There will be established and maintained one official personnel file of all teachers in the office of the Board. This shall be considered a confidential file and the only official file of recorded information for teachers maintained by the Board and administration.
- B. Members of the administration authorized to use personnel file of teachers shall be limited to the superintendent and other administrators who are responsible for directing the professional services of the teachers. However, administrative access to teachers' files shall be limited to those staff members who have a school business need for such information. All members of the Board shall also have access to such files.
- C. All materials placed in the personnel file of teachers shall include the following: a dated stamp of the date the item was placed in the file.
- D. Items that may be maintained in the personnel file of teachers shall be limited to:
 - 1. Official transcripts of college work.
 - 2. Copy (copies) of certification and/or licensure authorized by the Ohio Department of Education.
 - 3. Copies of evaluations/rebuttals.
 - 4. Records of employment including assigned duties, regular and supplemental, years of service in the district, and other related information.
 - 5. Copies of contracts of employment with the Board.
 - 6. Any other information related to the teacher's performance of school-related matters.
 - 7. Letter of merit.
 - 8. Teacher's written responses to any material in file.
- E. A teacher shall have access to his/her official personnel file upon request to the superintendent or the treasurer of the Board. The file may be inspected by the teacher involved at reasonable times; such inspection shall be in the presence of a member of the administrative staff. Inspection shall include copies of the aforementioned materials upon request at a cost established by the Board.
- F. Anonymous letters or material shall not be placed in a teacher's file(s), used as a basis for disciplinary action or referenced in the personnel file unless substantiated by other evidence.
- G. A teacher shall be notified of the intent to place in his/her personnel file(s) any material which may be considered critical of his/her conduct, service, character or personality.
 - 1. The teacher will receive a copy before it is placed in his/her file.

2. After three (3) years, upon written request, said material shall be removed from the file and maintained by the district in accordance with the Ohio Revised Code.

ARTICLE 15 - INCLEMENT WEATHER

On the days that school is dismissed because of inclement weather, the administration will make a reasonable attempt to notify teachers by making announcements on area radio stations, as early as possible. The administration will follow past practices in regard to inclement weather; however, all teachers will use their professional judgement as to reporting to school to work on lesson plans, grade papers, etc.

ARTICLE 16 – SCHOOL YEAR AND CALENDAR

A. SCHOOL YEAR

The school year shall consist of one hundred eighty-six (186) days for all new teachers and one hundred eighty-four (184) days for all returning teachers. One hundred eighty (180) days shall be when students are in attendance. The other four (4) days shall be used as follows:

1. The first day of the school year shall be a teacher workday and shall include: an Association meeting, a district-wide presentation, and individual building meetings. Teachers shall then be allotted at least half of the day to work in their classrooms.
2. Annual fall parent-teacher conferences which may be scheduled into the evening hours with a comp day provided to accommodate the extension of hours.
3. An inservice and professional development day as established by each Building Leadership Team and approved by curriculum director.
4. Students shall be released early on their last day to allow for individual building meetings and directions for building closure. The teacher's last workday shall include: an Association meeting and a district-wide presentation. Teachers shall be allotted at least half of the day to work in their classrooms.
5. The hours for the opening day conferences in grades 1-6 shall be determined by the staff in each building prior to the end of the school year for the upcoming year. The total number of hours shall not exceed 7.5 hours times the number of conference days, i.e., two (2) days shall equal fifteen (15) hours, three (3) days shall equal 22.5 hours.

A conference shall be scheduled by the office staff for each student/parent. Any request by parents to reschedule the conference shall be handled by the office staff within the hours/timelines established for the conference days. If it is not possible to schedule within the established hours, the teacher shall then assume the responsibility of scheduling a time to meet with the student/parent. In such cases, the teacher shall work with the principal to determine appropriate flex or comp time, if the rescheduling required an extension of the total required hours.

For preschool and kindergarten, the first four (4) days of the school year shall be utilized for conferences and/or assessment of students unless school calendar days are reduced resulting in the attendance of kindergarten students being less than state requirements. In such case, the Association and Board shall determine how to accommodate the completion of student conferences and assessments.

B. EARLY RELEASE DAYS

1. Early release days shall be scheduled on every Wednesday in which school is in session to start the third (3rd) Wednesday after the first day of school.
2. The use of the early release days shall be established at the start of the school year through the Building Leadership Team (BLT) and shall include:
 - Committee Meetings;
 - Curriculum;
 - Professional Development;
 - General Faculty Meetings;
 - Department, Grade Level, or Team Meetings;
 - Professional Collaboration;
 - Technology Instruction or Inputting;
 - Annual LEA Day (Article 5, Section J).

At least one (1) early release day per quarter shall be scheduled to allow teachers to input and review of necessary student data and/or recordkeeping.

The use of one (1) of the monthly early release days may be planned solely by the building principal.

Up to four (4) of the early release days shall be planned by the district administration and scheduled throughout the school year. Said dates shall be established in advance so the BLTs can incorporate days into their early release schedule.

However, district or building level adjustments to the established schedule that may be necessary when an issue arises that requires timely attention shall also be determined by the BLT.

Additionally, the BLT at the Junior High will develop a plan to provide supervision during early release time for those students who stay for extracurricular activities.

3. Unless of an emergency nature, all staff meetings shall be scheduled and held during the early release time.
4. When a district-wide two-hour late arrival is called on a Wednesday, there will not be an early release for students and student departure will be at the normal time for any other day (Monday, Tuesday, Thursday, Friday.)

C. CALENDAR

1. A school calendar committee shall be organized which shall be composed of one (1) representative from each building selected by the Association members and two (2) administrators, one which shall be the superintendent/designee.
2. The committee shall be charged with establishing at least two (2) calendar recommendations for a membership vote by January of each year. The committee shall then make a calendar recommendation to the Board for adoption.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- A. Each year a teacher may voluntarily participate in approved professional development hours provided by the Board beyond the normal workday. Teachers are required to sign in to verify attendance.
- B. Any teacher who serves as a presenter for a professional development program in Lebanon will receive three (3) hours of credit for each one (1) hour of presentation time. Any teacher who serves as a presenter for a professional development program outside of the district will receive one (1) hour of credit for one (1) hour of presentation time. However, in cases when a teacher receives compensation as a presenter/instructor, he/she will not receive any professional development credit.
- C. In addition, teachers shall participate in professional development programs/activities scheduled within the teacher workday, as defined in Article 13, including the professional development time conducted during the early release days.
- D. Once a teacher has banked twenty-five (25) hours of professional development beyond the normal workday, he/she will be credited with the equivalent of one (1) semester hour. Such hours will be accumulated and counted as credit for movement on the salary schedule to the BA+ column or the Masters+ column.

ARTICLE 18 - REQUISITION OF SUPPLIES

It is expected that the principal and the staff will work closely together in establishing building priorities for expenditure of funds.

Anyone requesting supplies must have the written approval of the building principal on a Board approved requisition. The material, if approved, will be ordered and purchased by the school district. The treasurer has no authority to pay invoices for which there is no purchase order. If a teacher purchases supplies without a purchase order, he/she is responsible for payment.

ARTICLE 19 - COMPLAINT PROCEDURE

- A. Community and school relations should ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible learning situation for the students. However, complaints and misunderstandings are inevitable. Complaints against teachers shall be handled as follows:
1. A complaint received by an individual Board member directed toward a teacher shall be referred to the superintendent.
 2. The superintendent receiving a complaint directly or from a Board member shall inform the building principal, where the teacher is assigned, or the district athletic director if it involves an athletic supplemental contract, of the complaint.
 3. The building principal, district athletic director, or superintendent will inform the teacher of the complaint and offer him/her an opportunity to address/settle it. This shall also occur when the building principal or athletic director receives a complaint.

B. INFORMAL STEP

Initial attempts to settle complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, parent, principal or athletic director and other appropriate staff personnel. If the complaint cannot be settled informally, the following procedures shall be followed:

C. FORMAL STEP

1. At the request of the complainant or teacher, a meeting of the teacher, principal, or athletic director and the complainant will be arranged at a mutually convenient time to discuss the complaint. Twenty-four (24) hours prior to the meeting, the parent shall reduce the complaint to writing and provide copies to the teacher. If the complaint was initiated at the superintendent's level (A.2 above), the teacher or complainant may request that superintendent be present at this meeting.
2. If the complaint is not resolved at that level, it may be appealed in writing by the complainant or teacher to the superintendent or his/her representative.
3. If it is still unresolved, it may be appealed in writing by the complainant or teacher to the Board or its designee. Upon request of either the complainant or teacher, a meeting shall be conducted in executive session.
4. The teacher shall have the right to Association representation at the meeting.

ARTICLE 20 - TRAVEL TIME

- A. Teachers who are required to use their private automobile to travel between buildings shall be provided time to close one (1) classroom/building and set up one (1) classroom/building, along

with actual travel time. Such time shall not be counted as planning time and shall be at least thirty (30) minutes.

- B. Exceptions to the above shall be required travel between Donovan Intermediate and Louisa Wright Early Childhood Center. Travel time between these two buildings shall not be counted as planning time and shall be at least twenty-five (25) minutes.
- C. The above referenced provisions shall not apply to preschool teachers and preschool related service providers which includes, but is not limited to, psychologists, speech/language pathologists, nurses, occupational therapists and physical therapists.
- D. When appropriate, teachers who are required to travel between buildings shall be provided with a reserved parking space that will reduce the amount of walking to the building.

ARTICLE 21 - OPEN MEETINGS/SUNSHINE LAW

The Board shall notify the Association of all Board meetings.

ARTICLE 22 - POLICIES AND PROCEDURE HANDBOOK

A complete and updated copy of Board policies will be available in each building library and two (2) copies will be provided to the Association president. Such copies are available for the exclusive use of Association members.

ARTICLE 23 - REDUCTION IN FORCE

- A. If in the sole judgement of the Board, it determines to make a reduction in force, then reduction by attrition will be used to the extent possible. If further reductions are required, limited contracts shall be suspended in accordance with seniority within the teaching certification area affected. If it becomes necessary to reduce further after all limited contracts in a certificated area have been suspended, then continuing contracts shall be suspended in accordance with seniority within the teaching certification area affected.

For purposes of a reduction in force and, until the 2017-18 school year, all teacher evaluations shall be deemed comparable.

- B. Displacement rights for those teachers whose contracts are suspended shall be exercised, with no teacher holding a limited contract exercising displacement over a teacher with a continuing contract. Displacement shall be limited to a teacher's area of certification/license. Additionally, when exercising displacement rights, the teacher shall only be able to displace the least senior teacher in his/her area of certification/license.

When displacement is complete, the district will suspend contracts as specified in Section A. above.

- C. The superintendent shall give notice of the intent to recommend action to reduce staff to the Association and the affected teachers at least fifteen (15) calendar days prior to such action of the Board.
- D. Teachers whose contracts have been suspended shall be recalled within a certificated area on the following basis:
 - 1. Teachers having continuing contracts by seniority.
 - 2. Teachers having limited contracts by seniority.
- E. A teacher whose continuing contract is suspended will have the right to restoration to continuing service status if and when teaching positions for which he/she is certified become available.
- F. Any teacher whose limited contract is suspended pursuant to this section of the contract shall be placed on a recall list for reemployment for twenty-four (24) months after the effective date of the suspension. If a vacancy occurs in such a teacher's area of certification, he/she will be offered the vacancy before outside applicants are considered.
- G. Teachers placed on the recall list are responsible for maintaining accurate information concerning their whereabouts including the address and phone number where the Board may send a notice of recall. Additionally, it is the teacher's responsibility to provide updated information regarding renewal and any new endorsements/areas on his/her certification/license. The Board has fulfilled its responsibility herein by sending a written notice of vacancy to a teacher on the list by certified mail at the last address left by the teacher. Unclaimed, refused or non-deliverable notices, as well as failure to respond within five (5) calendar days of the delivery of the notice shall constitute refusal for assuming the position of the vacancy.
- H. Teachers who are on the recall list shall be entitled to remain on the Board insurance plans as provided by rights established in COBRA. The Board shall provide the required information of such rights, including the necessary procedures to provide monthly payment(s) to the Board Treasurer or designee.
- I. The language contained in this Article shall supersede in its entirety those provisions for reduction in force in Ohio Revised Code 3319.17.

ARTICLE 24 - PLANNING TIME

- A. Planning periods in the high school and junior high shall not be less than one scheduled class period per student day.
- B. Planning time for elementary and intermediate schools (Preschool-6) shall be a minimum of two-hundred (200) minutes per week. At least thirty (30) continuous minutes of planning time shall be scheduled during the student day for all teachers.
- C. Internal Substitution
 - 1. If a teacher agrees to substitute during his/her planning time in grades 7 - 12, due to the absence of a teacher he/she shall be paid \$15.00 per incident.

2. In grades Preschool - 6, a teacher shall be paid \$15.00 when a teacher's special is cancelled due to the absence of a teacher resulting in a loss of planning time and/or \$15.00 per hour when a teacher assumes teaching responsibilities for students not normally assigned to him/her.
3. The above internal substitution pay will be issued for times when a substitute teacher would normally be called but could not be obtained.

ARTICLE 25 - CLASS SIZE

It is in the interests of the students in the district to maintain a reasonable balanced pupil-teacher demographic ratio in each classroom. Pursuant to this end, the District Leadership Team may discuss and review this issue.

ARTICLE 26 - ATTENDANCE OF TEACHER'S CHILDREN

A teacher who resides outside of the district may choose to enroll his/her child(ren) in the Lebanon City School District provided the child has not been previously expelled from another school district. These children shall be permitted to attend tuition-free, except any cost to provide services for special education children in excess of the statutory tuition rate of the Lebanon City Schools shall be paid by the teacher enrolling his/her child in a special education program in the District.

ARTICLE 27 - MEDICATION

- A. With the exception of the nurse, teachers shall not be required to administer any routine/scheduled medication to students or provide any medical procedures such as catheterization or injection.
- B. Exceptions to administering routine/scheduled medication shall be when students are attending school related events which are off the school premises, such as field trips or supplemental contract activities. In such cases, teachers shall be provided with the appropriate procedures necessary to administer the medication.
- C. Teachers may have to administer emergency medication while supervising students on the playground.

ARTICLE 28 - ELEMENTARY CLASSROOM AIDES

- A. Building assignments for full-time educational aides (8 hours a day) shall be as follows:

Two aides - Bowman
Two aides - Berry
Two aides - Wright

Two aides - Donovan

When the configuration of buildings changes in the district, the equivalent number of aides shall be provided. For example, when the kindergarten classes at Louisa Wright are moved to Bowman Primary, then the two (2) aides originally assigned to Louisa Wright will be moved to Bowman.

- B. Educational aides at each one of these buildings will have the primary responsibility to relieve teachers from and perform the following duties: cafeteria duties, recess duty, and bus duty. Time within the 8 hour workday in which aides are not performing cafeteria, recess and/or bus duty shall be spent assisting a teacher as requested by said teacher. Such aide assistance shall be available to all teachers in the building on an equitable basis.
- C. If the Board determines a need for a reduction in force, in accordance with Article 23, for financial reasons, in an effort to avoid laying off or limiting the number of teachers to be laid off the Board shall implement the reduction in force procedure in the OAPSE contract for the aide positions.
 - 1. Under no circumstance will a reduction in force be utilized for the sole purpose of eliminating or reducing the number of aide positions.
 - 2. Additionally, at least four (4) aide positions (one per building) shall be reinstated prior to any increase in the number of elementary bargaining unit positions that existed the school year immediately prior to the reduction in force.
 - 3. The remaining aide positions shall be filled no later than two (2) years from the time that the other aide positions in the above paragraph were reinstated.

ARTICLE 29 – RESIDENT EDUCATOR PROGRAM

A. PHILOSOPHY AND PURPOSE

- 1. The Resident Educator Program is designed to meet the unique needs of a Resident Educator in the first 4 years of employment under a teaching certificate/license who is on a four year Resident Educator License or an alternative Resident Educator License of any type or a one-year out-of-state educator license from the Ohio Department of Education.

B. DEFINITIONS

- 1. Mentor Teacher: A teacher who will provide formative assistance to a Resident Educator.
- 2. Resident Educator: A teacher who is in the first 4 years of employment under a teaching certificate/license who is on a four year Resident Educator License or an alternative Resident Educator License of any type or a one-year out-of-state educator license from the Ohio Department of Education.

3. Program Leader: A teacher who will coordinate and monitor the responsibilities of both the Mentor Teacher and Resident Educators.

C. MENTOR TEACHER

1. Criteria for Mentor Teachers

The Mentor Teacher must:

- a. Have a minimum of 5 years of teaching experience in the district or a graduate of the Resident Educator Program;
- b. Hold a valid teaching certificate/license and preferably be teaching or have taught in the same area of certification as the Resident Educator;
- c. Have met expectations on evaluations of teaching performance conducted by the Lebanon City Schools;
- d. Possess strong interpersonal skills and good organizational skills;
- e. Be competent in the areas of observations, effective feedback skills, questioning skills, and conferencing skills;
- f. Be willing to continue professional growth through participation in the Mentor trainings required by the Ohio Department of Education.

2. Selection Process

- a. Mentor assignment shall be made as staffing requirements are met and new teachers identified by building assignment;
- b. The building principal and the Program Leader will select each Mentor and assign him/her to a Resident Educator;
- c. The Mentor Teacher and Resident Educator shall be assigned to the same building;
- d. The mentoring assignment is a one-year assignment. However, it is preferable to keep the same Mentor Teacher and Resident Educator working together for the duration of the program, when possible.

3. Duties of the Mentor Teacher

Each Mentor Teacher will:

1. Attend a mentoring orientation session and the training sessions as applicable;
2. Carry out the tasks necessary to implement the Resident Educator Program as prescribed by the Ohio Department of Education and the Lebanon City Schools as described herein;
3. Collaborate in good faith with the assigned Resident Educator;
4. Read and sign off on all required and completed sections of the Resident Educator handbook prior to each meeting with the Resident Educator leader;
5. Report directly to the Program Leader at each required meeting;
6. Not be a part of the evaluation process for the Resident Educator as described in this contract; and
7. Assist the Resident Educator in the orientation to the operations of the building and his/her responsibilities.
8. Assist the Resident Educator in the orientation to the policies, procedures, curriculum and instructional resources of the building and district.
9. Assist the Resident Educator in the improvement of instructional skills and classroom management.

D. RESIDENT EDUCATORS

Each Resident Educator will:

1. Seek assistance and support from the assigned Mentor Teacher;
2. Participate fully in activities of the Resident Educator Program;
3. Collaborate in good faith with the assigned Mentor Teacher;
4. Complete all required paperwork prior to the dates set forth by the Program Leader;
5. Meet with his/her Mentor Teacher prior to the required meetings and go over all required paperwork and have the Mentor Teacher sign off on it;
6. Attend all required meetings set up by the Program Leader.

E. PROGRAM LEADER

The program leader will:

1. Set-up meetings for all Resident Educators and Mentor Teacher;

2. Read and sign off on all required paperwork;
3. Provide materials/handbook to each Resident Educator and Mentor Teacher;
4. Work with Human Resources to ensure that all Mentor Teachers are trained;
5. Work with Human Resources Director to ensure that all Resident Educators and Mentors are registered each year in Core;
6. Report directly to the Human Resource Director;
7. Will work with building principal on selection of mentors;
8. Will assist Mentor Teachers with any questions or issues they may have regarding the Resident Educator Program.

F. COMPENSATION

1. A Mentor Teacher shall be compensated for each Resident Educator assigned to him/her. Mentor Teacher duties automatically terminate at the end of the school year and notice of non-renewal is not required.
2. A substitute teacher will be provided to release the Mentor Teacher and Resident Educator each from teaching duties up to the equivalent of 3 days per year to allow for observation, consultation, assistance and paperwork.
3. Mentor Teacher: \$1,200 Year 1 (for every Resident Educator's first year in district)
 \$ 800 Year 2
 \$ 800 Year 3
 \$ 500 Year 4

Any Mentor Teacher who continues working with the same Resident Educator after the first year will receive an extra \$400 each year.

Payment for Year 4 will not be applicable if the Resident Educator graduates from the program in Year 3.

4. Program Leader: \$ 2,200 yearly

The goal is to assign the Program Leader to a maximum of twelve (12) Mentor Leader/Resident Educator pairs. When the number of Mentor Teacher/Resident Educators exceeds twelve (12), an additional Program Leader shall be hired. When the number of Mentor Teacher/Resident Educator exceeds twenty four (24), an additional Program Leader will be hired, etc.

G. PROGRAM REVIEW

The Program Leader and the Human Resource Director will review and evaluate the Resident Educator Program at the end of each school year to determine if any changes to the program are warranted. Input will be sought from both the Mentor Teachers and the Resident Educators. Any recommendations shall be submitted in a written report to the Association President and the superintendent.

H. EXPERIENCED EDUCATORS

Any teacher hired by the Board who is experienced and not a Resident Educator as defined by the Ohio Department of Education, shall be assigned to a Mentor Teacher during his/her first year of employment. Said Mentor Teacher shall be compensated \$250.

ARTICLE 30 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The procedures and process for the Local Professional Development Committee has been established with the cooperation and participation of teacher representatives appointed by the Association.

Teachers appointed by the Association shall be paid the hourly rate of the base salary for each hour necessary to complete the duties and responsibilities of the positions. Documentation for such hours shall be recorded by the LPDC recorder. Payment for such work shall be paid in January and June.

ARTICLE 31 - HIRING RETIREES

A. For initial placement on the salary schedule, a teacher, including a teacher previously employed by the Board, who has retired under the State Teachers Retirement System (STRS) shall be credited a minimum of five (5) to a maximum of ten (10) years on the salary schedule for his/her teaching experience. In addition, at the option and sole discretion of the superintendent and with mutual agreement from the teacher, additional years of experience credit may be provided based upon the needs of the district.

Upon reemployment, the teacher shall be granted credit for each year of teaching with the Board, provided he/she worked a minimum of one hundred twenty (120) days.

B. The Board will provide health, life and dental insurance in accordance with Article 45.

C. A teacher employed under this Section shall not be entitled to receive severance pay.

D. A teacher shall be entitled to accumulate and use sick leave in accordance to Article 39.

E. A teacher employed under this Section shall be hired under limited contracts, following the sequencing of contract established in Article 9. However, each limited contract shall automatically expire at the end of its term and shall not be subject to the nonrenewal requirements specified in Article 11.

F. Unless specifically limited by this Article, all other terms and conditions of this contract shall be in full force and effect for said teachers.

SECTION III - LEAVES OF ABSENCE

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ARTICLE 32 - PROFESSIONAL LEAVE

- A. Upon the teacher's request and/or upon the recommendation of the principal and with approval of the superintendent, teachers shall be permitted to attend professional meetings/conferences, educational exhibits related to the teacher's subject area, and/or observation of another school system. A professional meeting or conference is one that is directly concerned with the education of boys and girls of public school age.
- B. When reasonably possible, notice shall be submitted to the principal at least ten (10) working days prior to the date of the leave.
- C. Expenses incurred shall be itemized, with receipts attached, and submitted to the treasurer upon return from leave and prior to any reimbursement. Unless otherwise agreed upon, reimbursement for travel, meals and lodging shall be based upon the actual costs on the receipts. Registration fees shall be paid in full.

ARTICLE 33 - UNPAID LEAVES OF ABSENCES

- A. Upon the written request of a teacher, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive years for educational, professional, or other purposes and shall grant such leave where illness or other disability is the reason for the request. With his/her request, the teacher shall state the purpose for the leave and, if it is for medical reasons, the teacher shall supply a statement from a physician stating the period of time the teacher will be unable to return to work because of illness. Upon return from the leave, the teacher shall be offered a position for which he/she is certified.
- B. Should a teacher exhaust his/her FMLA benefits within the last thirty (30) workdays of a school year, the Board shall continue paying its share of the health insurance premiums through the summer months.

ARTICLE 34 - ASSAULT LEAVE

Any teacher who is unable to perform his/her duties due to a physical assault upon the teacher during the performance of his/her duties shall receive assault leave up to a maximum of ten (10) days. Upon request from the superintendent, the teacher shall provide the superintendent with a statement from his/her physician that the teacher is unable to perform the duties due to the injury. Additionally, upon request of the superintendent, the teacher shall file a police report and provide a copy of the report to the superintendent. Upon filing the police report, the administration shall initiate student or staff disciplinary proceedings.

ARTICLE 35 - CHILD CARE LEAVE

- A. Unpaid child care leave shall be granted to a teacher to care for a newborn child, an adopted infant under two years of age or a child for whom the adoptive agency requires full-time parental care. A teacher shall be entitled to unpaid leave for a period of up to one (1) school year plus the remaining portion of the school year in which the leave initially commences. Extensions may be granted at the discretion of the Board.
- B. Any teacher desiring child care leave shall submit a written notice to the superintendent not later than sixty (60) days prior to the anticipated leave date (except for unusual circumstances and/or where adoptive agency gives less than sixty (60) days notice), advising the superintendent of the anticipated date and further advising the superintendent of the approximate dates that the teacher shall commence and end leave.
- C. The term of the teacher's contract shall not be extended by child care leave, but in the event that a teacher's limited contract expires while on leave, the contract will be renewed or nonrenewed in accordance with normal procedures for all teachers.
- D. The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant teacher from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio and the terms of this agreement.
- E. The teacher may return from leave at the start of a semester, grading period or school year. The superintendent and the Board had discharged their responsibility under this policy by offering the returning teacher the former position he/she held. Under unusual circumstances, such as a shift in enrollment or class offerings, the teacher may be offered a similar position for which he/she is certified.

A teacher electing to return at the start of the school year shall notify the Board of his/her intent to return by March 15 in order to return to the former position he/she held. If the notification is after March 15, he/she will be offered a comparable position for which he/she is certified/licensed.

- F. Should a teacher exhaust his/her FMLA benefits within the last thirty (30) workdays of a school year, the Board shall continue paying its share of the health insurance premiums through the summer months.

G. FAMILY MEDICAL LEAVE ACT FOR CHILDBIRTH

During the school year, a teacher is entitled to use up to twelve (12) weeks of leave under the Family Medical Leave Act following the birth of her baby. During this period of time, the Board will continue to pay its share of the insurance benefits.

During this twelve (12) week period of time, the teacher is required to use accumulated sick leave for the period of time that she is unable to perform her teaching duties due to the birth of her baby.

A teacher may return to his/her full-time teaching status during or after this twelve (12) week period. Exceptions to this are governed by the Family Medical Leave Act which permits the Board to restrict return dates when the leave commences towards the end of the semester. In such cases, the return date shall comply with the provisions detailed in Section E.

A teacher electing to remain off work beyond the twelve (12) week period shall be considered to be on a child care leave as governed by terms of this Article, A-F. A teacher's return to full-time teaching status from the child care leave must comply with the provisions detailed in Section E.

ARTICLE 36 - MILITARY LEAVE

Any teacher who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such teachers shall be reinstated into their positions in the school system with full credit, including the annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made in accordance with ORC 3319.14.

ARTICLE 37 - PERSONAL BUSINESS LEAVE

A. A teacher may use three (3) days of personal leave for business which cannot be transacted outside of school hours and requires no explanation.

A teacher employed between January 1 and March 31 for the remainder of the school year is entitled to one (1) day of personal leave.

B. Personal leave will not be granted for less than one-half (1/2) day.

C. Except in cases of emergency, approval of personal leave days will be granted only if the teacher gives notification in advance and submits the proper request form at least three (3) days before the date(s) of leave.

If a leave is of an emergency nature, the advance request is waived; however, the request form will be completed within three (3) days after the teacher's return to work and submitted through the regular channels in order for the teacher to receive reimbursement for the time off duty.

D. With the exception of emergencies, no more than ten (10%) percent or five (5) teachers (whichever is greater) per building shall be on a scheduled absence, excluding long-term leave, on any given day.

Request and approval of personal leave days shall be approved on a first-come basis. Approval of a teacher's request of personal leave usage cannot be withdrawn once granted.

A teacher may not request usage of personal leave more than one (1) week prior to the commencement of any school year.

E. Personal leave shall not be taken on the following days, except as provided in F. below.

1. Days on which a regularly scheduled district meeting or inservice has been called;
2. The day immediately following or preceding a holiday or break, or on the last day of the school year;
3. During the first ten (10) days of the school year;
4. During the Mondays and Fridays of the last five (5) weeks of the school year.

F. Exceptions to E. above include:

Emergencies;
Graduations;
Weddings;
Religious observance;
Funerals for those not covered by sick leave;
Initial transportation of children to college;
Other extenuating circumstance as approved solely by the superintendent/designee.

G. In peculiar emergency or personal hardship situations, the superintendent may, at his/her discretion, extend the number of days of absence without loss of pay beyond the three (3) days of personal leave. However, each case of extension of personal leave must be approved by action of the Board before payment of salary for the days of absence can be made.

H. Personal leave days which are not used during the school year shall be converted to sick leave by September 1 of each year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay.

ARTICLE 38 - SABBATICAL LEAVE

A. Upon written application made not later than May 15 of any school year, sabbatical leave, with part pay, may be granted to teachers for study, including study in another area of specialization, for travel, or for other reasons deemed to have value to the school system, for the following school year, subject to the following conditions:

1. Sabbatical leave will be granted to not more than 5% of the bargaining unit at any one time.
2. Sabbatical leaves may not be granted to any teacher more often than once for every five (5) years of service.

3. Sabbatical leaves shall not exceed a year in duration.
 4. Sabbatical leaves shall not be granted a second time to the same individual when other teachers have filed such a request.
 5. The teacher shall present to the superintendent a plan for professional growth prior to such a leave and, at the conclusion, provide evidence that the plan was followed.
- B. Upon return from leave, the teacher will be returned to the same position held prior to leave, if in existence or, if not, to a similar position for which he/she is certified.
- C. Part salary shall be the difference between the teacher's contractual rate of pay and the rate of pay paid to the substitute teacher.

ARTICLE 39 - SICK LEAVE

- A. Sick leave accrues at the rate of 1-1/4 days per month or fifteen (15) days per year. Sick leave is accumulative up to a maximum two hundred fifty (250) days.
- B. Teachers who are new to the district shall be advanced five (5) days of sick leave. At the completion of the fourth month of service and each month thereafter the teacher shall accrue at the rate of one and one-fourth (1-1/4) days per month.
- C. A teacher who exhausts his/her sick leave shall be advanced up to five (5) days of sick leave per year, upon written request.
- D. Teachers may draw against sick leave allowance for illness, injury or death in the immediate family.
- E. Teachers are entitled to full salary for sick leave absences as specified below:
1. For absence due to personal illness, illness due to pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, and to illness, injury or death in the teacher's immediate family.
 2. The immediate family shall be defined as the teacher's mother, father, husband, wife, child (including step or foster parent or child) or other permanent resident of the teacher's household.
- F. In the case of death or serious illness in addition to those persons listed above, immediate family shall be defined as the teacher's mother-in-law, father-in-law, grandparent, grandchild, brother, sister, daughter-in-law, son-in-law, aunt, uncle, niece and nephew.

G. SICK LEAVE BANK

The purpose of a sick leave bank is to loan additional days to a teacher who has experienced an accidental injury, surgery or serious illness to him/herself or his/her spouse or dependent child and has exhausted all personal leave days, accumulated sick leave, advancement of sick leave and is not eligible for disability retirement under STRS.

Prior to October 1 of each school year, a teacher may activate his/her participation in the Sick Leave Bank by contributing one (1) day of his/her accumulated sick leave. After this initial enrollment, an additional one (1) day will automatically be deducted from the teacher's accumulated sick leave during the month of October of each year. Such days shall be placed in the Sick Leave Bank. Membership and subsequent deductions shall be continuous unless the teacher notifies the treasurer's office, in writing, between September 1 and September 15 that he/she cancels his/her membership.

A teacher must be an active participant in order to be eligible to borrow sick leave days from the bank.

The maximum number of days that a teacher can borrow for one (1) illness is fifteen (15%) percent of the total number of days in the bank.

The teacher shall pay back the days he/she borrows at the rate of fifty (50%) percent of his/her annual accumulated sick leave at the end of the contract year, each year until the total number of borrowed days has been restored to the bank.

A teacher making a request for the use of days in the Sick Leave Bank must complete the application form in Appendix H and submit it to the Director of Human Resources. The Director of Human Resources will notify the Sick Leave Bank Committee that a request has been received.

The Sick Leave Bank Committee shall convene and review all applications for approval and/or disapproval. The Director of Human Resources shall forward the decision of the Sick Leave Bank Committee to the applicant. The decisions of this committee shall be final and shall not be subject to the grievance procedure in Article 4.

The Sick Leave Bank Committee shall consist of two (2) representatives appointed by the Association co-presidents and two (2) representatives appointed by the Board who shall oversee the functions of the Sick Leave Bank, effective with the ratification of this agreement, the parties will review the appointment of the representatives to this committee and make final selections.

Note: For the duration of this agreement, the parties agree to discontinue the continuous one (1) deduction for current participants, as required above. Only new participants shall be required to contribute a day.

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ARTICLE 40 - PAYDAYS

- A. The Board shall issue the payroll to all teachers in 26 payments every other Friday. New teachers will receive 27 pays their first year and then be on 26 pays thereafter. Exception to the 26 payments shall be when the calendar dictates 27 payments in order for the teachers to be paid every other Friday. In such cases, the teachers and the Association shall be informed before the start of the school year in which the 27 payments will be received.
- B. A teacher shall have his/her paychecks paid through direct deposit.
- C. A teacher utilizing an unpaid leave of absence shall have his/her paycheck docked his/her daily rate of pay on a prorated basis.
- D. Payment for any committee work shall be paid twice a year by checks that are separate from the regular paycheck. The first pay shall be issued on the first pay period in January; the second pay will be issued on the first pay period in June.
- E. A teacher may authorize the District Treasurer to deduct from each paycheck a dollar amount for the LEA Scholarship Fund. A minimum of seven (7) participants shall be required before such deductions are implemented.

ARTICLE 41 - TAX SHELTERED ANNUITIES

The Board has authorized payroll deduction for any tax sheltered annuity approved by the Internal Revenue Service and per the Board approved plan document which identifies vendors/accounts to which teachers can contribute. However, no teacher shall be required to discontinue contributions with a current vendor/account.

ARTICLE 42 - TRAVEL ALLOWANCE

- A. A teacher required by the responsible administrator to use his/her private automobile to travel routinely as part of his/her duties shall be reimbursed monthly at the rate established by the IRS.

ARTICLE 43 - SEVERANCE PAY

- A. A teacher who has been employed in the district for more than ten (10) years and who, upon leaving the employment of the district, retires and begins to receive benefits from the State Teachers Retirement System, State of Ohio, shall receive severance pay in an amount equal to one-fourth (1/4) of the employee's accumulated but unused sick leave, to a maximum of fifty-seven (57) days.
- B. Distribution of the severance pay shall be made within thirty (30) days following the date of retirement.
- C. A teacher who has reached the maximum sick leave accumulation specified in Article 39 shall be entitled to earn additional severance days. For each fifteen (15) days of unused sick leave

beyond the maximum, a teacher shall be credited with one (1) day for severance pay purposes only. For example, a teacher who has thirty (30) days of unused sick leave beyond the maximum sick leave accumulation shall be credited with two (2) days of additional severance pay at the time of retirement. Such days shall be in addition to the days specified in A. above.

- D. A teacher who has the maximum sick leave accumulation on August 31, 2003, and has been employed by the Board for at least twenty (20) years, shall be credited with eight (8) days of severance pay, which shall be in addition to the amount specified in A. above. Additional days may be added to this bank in accordance with C. above.

ARTICLE 44 - COLLEGE COURSE REIMBURSEMENT

- A. An annual \$48,000 fixed budget shall be available for reimbursement of actual tuition costs incurred by the bargaining unit for coursework on the graduate or post-baccalaureate level.

- B. The work taken must be in one of the following:

The teacher's field of certification/license
In work to maintain/upgrade certification/license
In the field of education or technology
Or in other work approved in advance by the superintendent.

- C. The teacher must request reimbursement pursuant to this provision within forty-five (45) days after the university/college presents its grades and within said time frame must present proof of payment and of earned credit (grade B or better or pass in a pass/fail course) in order to be paid. Payment shall be made within thirty (30) days after submitting proof of grade and payment.
- D. A teacher shall be reimbursed up to seven hundred dollars (\$700.00). Should the actual tuition cost exceed \$700.00, the amount and number of hours shall be placed in a pool. On June 30 of each year, additional prorated reimbursement shall then be made with the remaining budget based on the number of teachers and hours in the pool.

ARTICLE 45 - INSURANCES

- A. The Board shall provide, through an approved carrier, insurance as specified in this article for all teachers. Informational booklets shall be available from the treasurer.
- B. An Insurance Committee shall be formed whose purpose shall include, but not be limited to, a review of the current insurance consultant, coverage and carriers, a review of the financial status of the plan, premium rates, usage of the plan/claim history and the administration of the plan.

The committee shall meet quarterly or upon the written request of either the superintendent or the Association president.

The committee shall consist of at least six (6) Association representatives, at least one (1) Board member, four (4) OAPSE members, two (2) LCSEA members, the treasurer, the superintendent

or his/her designee. Either the Association or the Board may request that a representative of its choice attend committee meetings provided advance notice is made to the other party.

Committee chairperson will be elected annually by the members of the committee.

- C. Specification of health insurance coverage will continue as in effect on the initial date of this master contract. Different coverage in the current plan(s), including the addition of vision insurance, may be made during the term of this contract provided that the insurance committee, as described above, has reviewed options and made recommendations to the Board and the Association. Any alterations from the current coverage will require approval from the Board and the Association membership prior to implementation.
- D. During the open enrollment period of each year a teacher is entitled to select from either: 1.) the PPO Plan or 2.) a High Deductible Health Plan with a Health Savings Account.

The summary of specification for each plan is as follows:

PPO PLAN

	Modifications
Office Copay – Primary/Specialist	\$15 / \$15 Per Visit
Office Copays – Inpatient / ER / UCare	\$250 / \$100 / \$35
Deductible	\$1,000 / \$2,000
Coinsurance / Hospital	90%
Out-of-Pocket	\$3,000 / \$6,000
Pharmacy	\$10 / \$20 / \$20
	Out-of-Network
Deductible	\$2,500 / \$5,000
Coinsurance	70%
Out-of-Pocket	\$7,500 / \$15,000

HIGH DEDUCTIBLE / HEALTH SAVINGS ACCOUNT

	High Deductible / HSA
Office Copay – Primary / Specialist	\$20 / \$40 Per Visit
Other CoPays – Inpatient / ER / UCare	N/A / \$100 / \$35
Deductible	\$1,500 / \$3,000
Coinsurance / Hospital	100%
Out-of-Pocket	\$3,500 / \$7,000
Pharmacy	\$10 / \$35 / \$60
	Out-of-Network – Single / Family
Deductible	\$3,000 / \$6,000
Coinsurance	70%
Out-of-Pocket	\$7,000 / \$14,000

- E. A teacher may elect to initiate or change coverage by notifying the treasurer of that fact in writing during the open enrollment period of any school year. Teachers new to the system who want insurance coverage must enroll with thirty (30) days of employment. A teacher hired after the

opening of the school year may enroll during his/her first month of employment or during the next enrollment period. Exceptions to the "open enrollment" period shall be for a teacher who elects to enroll due to a hardship as defined by the insurance carrier.

- F. The teacher's share of the monthly premium cost shall be processed through a Section 125A-IRC plan. In addition, teachers shall have the opportunity to participate in the dependent care plan and medical expense reimbursement plan provided under Section 125 Flexible Benefit Plan at no cost to the teacher. If the carrier initiates a charge, the insurance committee shall review the circumstances to determine if the expense shall be assumed by the teacher or if another carrier shall be secured.

G. HOSPITALIZATION INSURANCE

1. The Board shall pay 80% of the premium for all full-time teachers.
2. The Board shall pay 80% of the premium for part-time teachers employed prior to July 1, 1989.
3. Tutors/small group instructors and part-time teachers who are employed for less than 7.5 hours per day shall have a hospitalization plan provided by the Board with each party paying a prorated amount of the premium based upon the number of hours worked per day divided by 7.5.
4. A teacher employed prior to June 1, 2004, who received the benefit of the Board's past practice related to spousal premium payment — 0% of employee contribution for married spouses if both married spouses are working for the Board — will continue to receive the benefit of this management practice. However, effective June 1, 2004, any teacher who has not received this spousal premium arrangement in the past will not be eligible for such arrangement. Said teachers will be required to pay the premium in accordance with Section F 1, 2 or 3 above.
5. A teacher employed by the Board prior to June 1, 2004 shall be held harmless in the total amount of out-of-pocket expenses for prescription medication of \$800.00 in a calendar year provided he/she selects the PPO plan.
6. If, during the term of this agreement, the parties through Sections B and C above, approve different health insurance coverage that results in a reduction in monthly premiums and/or a savings to the overall financial cost of the health insurance plans, the parties agree to open negotiations for discussions on the amount of premium payments shared by the Board and the teacher. Such discussions shall not be subject to Article 3 - Negotiations Procedure, Section G and I.
7. For a teacher selecting the High Deductible Health Plan and who pays at least twenty percent (20%) towards his/her premium, the Board shall contribute fifty percent (50%) towards the deductible annually. Half of the contribution shall be deposited in the teacher's established Health Savings Account on January 1 of each year; the remaining half of the contribution shall be deposited in the teacher's Health Savings Account by July 1 of each year.

H. DENTAL INSURANCE

1. The Board shall pay 90% of the premium for all full-time teachers.
2. The Board shall pay 90% of the premium for part-time teachers employed prior to July 1, 1989.
3. Tutors/small group instructors and part-time teachers who are employed for less than 7.5 hours per day shall have a dental plan provided by the Board with each party paying a prorated amount of the premium based upon the number of hours worked per day divided by 7.5.
4. The lifetime maximum for orthodontic shall be \$2,000.

I. LIFE INSURANCE

The Board shall provide a \$40,000 term life insurance policy, including accidental death and dismemberment, for all teachers working one-half time or more. For those teachers working less than one-half time, the Board shall provide \$20,000 term life insurance policy, including accidental death and dismemberment. Teachers may elect to purchase additional insurance to the amount allotted for each year if the option is offered by the insurance carrier.

ARTICLE 46 - SALARY PLACEMENT

A. PLACEMENT ON THE SALARY SCHEDULE

1. For initial placement on the salary schedule, a teacher with experience shall be placed on the salary schedule for each year of such teaching experience up to a maximum of five (5) years for:
 - a. Teaching experience at a chartered public or non-public school located in the State of Ohio;
 - b. Teaching experience at a chartered public or non-public school outside the State of Ohio.

In addition, the Board, at its sole option and discretion, may credit more than five (5) years of credit on the salary schedule for teaching experience based upon the needs of the district.

2. Teachers with military experience shall be placed on the salary schedule for each year of service up to a maximum of five (5) years. A year for purpose of this section is defined as eight (8) continuous months of service.
3. Teachers shall be credited with one step on the salary schedule for each one hundred twenty (120) paid days in a school year at the start of each subsequent school year.

B. OUT-OF-STATE CREDIT

Teachers with out-of-state experience shall be placed on the salary schedule for each year of such teaching experience to a maximum of five (5) years. Teachers shall be required to submit transcripts in accordance to E. below.

C. BACHELOR + COLUMN

For placement or movement to the BA +15 hour column, a teacher shall be required to earn fifteen (15) semester graduate or undergraduate hours (or equivalent quarter hours) after obtaining his/her bachelor degree and/or hours earned in accordance with Article 17 Section C(2). The exception will be when a teacher has earned an initial bachelor degree with 150 hours and a full concentration in education. Such a teacher shall be placed on the BA +15 column when first hired.

Any teacher placed on the BA +15 column prior to the 2002-03 school year shall not be required to fulfill the above coursework.

D. MASTERS + COLUMN

For placement on the MA +20 hour column, the hours must be graduate semester hours (or equivalent quarter hours) obtained after the master's degree or hours earned in accordance with Article 17, Section C(2).

Teachers shall be required to submit transcripts in accordance to E. below for placement on the Masters +20 column.

E. TRANSCRIPTS AND CERTIFICATES

1. All teachers are to have official copies of their complete transcripts and teacher certificate(s) on file in the superintendent's office. For those who have accumulated enough hours to move to a new horizontal step the complete transcripts must be filed in the superintendent's office by the following dates:

- A. August 1: For appropriate placement to be effective with the first paycheck of the school year;
- B. October 1: For appropriate placement to be retroactive to the start of the school year;
- C. February 1: For appropriate placement to be retroactive to the start of the second semester.

It is the teacher's responsibility to indicate in writing that he/she has sufficient hours to qualify him/her for movement on the salary schedule.

In cases of retroactivity, the actual pay shall be spread out over the remainder of the paychecks in the school year after the Board has taken action to approve placement.

2. If transcripts are not available by the above specified dates, a letter of successful completion from the instructor and/or the official grade card shall suffice, until a transcript can be provided.

F. SPECIAL EDUCATION

Each special education teacher and speech therapist shall have the option to select either:

1. To receive a \$800 stipend, or;
2. Be provided with three (3) days of release time to work on legally required documents such as IEPs, MFEs, etc.

On or before September 15th of the school year, each teacher shall make his/her selection as to which option he/she has chosen and must notify the pupil personnel director in writing. No changes can be made once a teacher has made his/her selection.

For those choosing the stipend option, payment shall be made in two separate and equal payments: 1.) on the first pay period in January; and 2.) the first pay period in June. Payment shall be by a check separate from the regular paycheck.

**LEBANON CITY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2014-2015 SCHOOL YEAR**

STEP	<u>BACHELOR'S</u>		<u>BA +15</u>		<u>MASTERS</u>		<u>MASTERS +20</u>	
	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
0	1.0280	36,745	1.0700	38,245	1.1400	40,747	1.2078	43,171
1	1.0610	37,924	1.1150	39,854	1.1900	42,535	1.2578	44,958
2	1.1020	39,389	1.1600	41,462	1.2400	44,322	1.3078	46,745
3	1.1430	40,855	1.2050	43,071	1.2900	46,109	1.3578	48,532
4	1.1840	42,320	1.2500	44,679	1.3400	47,896	1.4078	50,319
5	1.2250	43,786	1.2950	46,288	1.3900	49,683	1.4578	52,107
6	1.2660	45,251	1.3400	47,896	1.4400	51,470	1.5078	53,894
7	1.3070	46,717	1.3850	49,505	1.4900	53,258	1.5578	55,681
8	1.3480	48,182	1.4300	51,113	1.5400	55,045	1.6078	57,468
9	1.3890	49,648	1.4750	52,721	1.5900	56,832	1.6578	59,255
10	1.4300	51,113	1.5200	54,330	1.6400	58,619	1.7078	61,043
11	1.4710	52,578	1.5650	55,938	1.6900	60,406	1.7578	62,830
12	1.5120	54,044	1.6100	57,547	1.7400	62,193	1.8078	64,617
14	1.5530	55,509	1.6550	59,155	1.7900	63,981	1.8578	66,404
16	1.5940	56,975	1.7000	60,764	1.8400	65,768	1.9078	68,191
18	1.6350	58,440	1.7450	62,372	1.8900	67,555	1.9578	69,978
20	1.6760	59,906	1.7900	63,981	1.9400	69,342	2.0078	71,766
22	1.7170	61,371	1.8350	65,589	1.9900	71,129	2.0578	73,553
24	1.7580	62,837	1.8800	67,198	2.0400	72,916	2.1078	75,340
26	1.7990	64,302	1.9250	68,806	2.0900	74,704	2.1578	77,127
27	1.8810	67,233	2.0150	72,023	2.1900	78,278	2.2578	80,701

Homebound Tutors \$20.00
Committee Curriculum \$20.00

*This salary schedule is calculated using a base salary of \$35,743, which is a 2% increase from the January 1, 2014 amendment.

**LEBANON CITY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2014-2015 SCHOOL YEAR**

PSYCHOLOGISTS

<u>STEP</u>	<u>INDEX</u>	<u>SALARY</u>
0	1.5000	53,615
1	1.5500	55,402
2	1.6000	57,189
3	1.6500	58,977
4	1.7000	60,764
5	1.7500	62,551
6	1.8000	64,338
7	1.8500	66,125
8	1.9000	67,912
9	1.9500	69,700
10	2.0000	71,487
11	2.0500	73,274
12	2.1000	75,061
14	2.1500	76,848
16	2.2000	78,635
18	2.2500	80,423
20	2.3000	82,210
22	2.3500	83,997
24	2.4000	85,784
26	2.4500	87,571
27	2.4500	87,571
28	2.5000	89,358
30	2.5500	91,146

Salary based upon a 215 day calendar and an eight hour workday.

ROTC INSTRUCTORS

The Officers Schedule shall be:

<u>Step</u>	<u>Index</u>	<u>Salary</u>
0	1.3749	49,144
1	1.4063	50,266
2	1.4376	51,385
3	1.4690	52,507
4	1.5003	53,626
5	1.5316	54,745

The Enlisted Schedule shall be:

<u>Step</u>	<u>Index</u>	<u>Salary</u>
0	1.0576	37,802
1	1.0890	38,925
2	1.1203	40,043
3	1.1517	41,166
4	1.1830	42,284
5	1.2143	43,403

Note: Placement will be determined by the MIP at the next higher step or at the MIP amount if it exceeds the schedule.

**LEBANON CITY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2015-2016 SCHOOL YEAR**

STEP	<u>BACHELOR'S</u>		<u>BA +15</u>		<u>MASTERS</u>		<u>MASTERS +20</u>	
	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
0	1.0280	37,847	1.0700	39,393	1.1400	41,970	1.2078	44,466
1	1.0610	39,061	1.1150	41,049	1.1900	43,811	1.2578	46,307
2	1.1020	40,571	1.1600	42,706	1.2400	45,651	1.3078	48,148
3	1.1430	42,080	1.2050	44,363	1.2900	47,492	1.3578	49,988
4	1.1840	43,590	1.2500	46,020	1.3400	49,333	1.4078	51,829
5	1.2250	45,099	1.2950	47,676	1.3900	51,174	1.4578	53,670
6	1.2660	46,609	1.3400	49,333	1.4400	53,015	1.5078	55,511
7	1.3070	48,118	1.3850	50,990	1.4900	54,855	1.5578	57,351
8	1.3480	49,628	1.4300	52,646	1.5400	56,696	1.6078	59,192
9	1.3890	51,137	1.4750	54,303	1.5900	58,537	1.6578	61,033
10	1.4300	52,646	1.5200	55,960	1.6400	60,378	1.7078	62,874
11	1.4710	54,156	1.5650	57,617	1.6900	62,218	1.7578	64,715
12	1.5120	55,665	1.6100	59,273	1.7400	64,059	1.8078	66,555
14	1.5530	57,175	1.6550	60,930	1.7900	65,900	1.8578	68,396
16	1.5940	58,684	1.7000	62,587	1.8400	67,741	1.9078	70,237
18	1.6350	60,194	1.7450	64,243	1.8900	69,582	1.9578	72,078
20	1.6760	61,703	1.7900	65,900	1.9400	71,422	2.0078	73,918
22	1.7170	63,212	1.8350	67,557	1.9900	73,263	2.0578	75,759
24	1.7580	64,722	1.8800	69,213	2.0400	75,104	2.1078	77,600
26	1.7990	66,231	1.9250	70,870	2.0900	76,945	2.1578	79,441
27	1.8810	69,250	2.0150	74,184	2.1900	80,626	2.2578	83,122

Homebound Tutors \$20.00
Committee Curriculum \$20.00

*This salary schedule is calculated using a base salary of \$36,816, which is a 3% increase from the prior school year.

**LEBANON CITY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2015-2016 SCHOOL YEAR**

BASE SALARY - \$55,223

PSYCHOLOGISTS

<u>STEP</u>	<u>INDEX</u>	<u>SALARY</u>
0	1.5000	55,223
1	1.5500	57,064
2	1.6000	58,905
3	1.6500	60,746
4	1.7000	62,587
5	1.7500	64,427
6	1.8000	66,268
7	1.8500	68,109
8	1.9000	69,950
9	1.9500	71,791
10	2.0000	73,631
11	2.0500	75,472
12	2.1000	77,313
14	2.1500	79,154
16	2.2000	80,994
18	2.2500	82,835
20	2.3000	84,676
22	2.3500	86,517
24	2.4000	88,358
26	2.4500	90,198
27	2.4500	90,198
28	2.5000	92,039
30	2.5500	93,880

Salary based upon a 215 day calendar and an eight hour workday.

ROTC INSTRUCTORS

The Officers Schedule shall be:

<u>Step</u>	<u>Index</u>	<u>Salary</u>
0	1.3749	50,618
1	1.4063	51,774
2	1.4376	52,926
3	1.4690	54,082
4	1.5003	55,235
5	1.5316	56,387

The Enlisted Schedule shall be:

<u>Step</u>	<u>Index</u>	<u>Salary</u>
0	1.0576	38,936
1	1.0890	40,092
2	1.1203	41,245
3	1.1517	42,401
4	1.1830	43,553
5	1.2143	44,705

Note: Placement will be determined by the MIP at the next higher step or at the MIP amount if it exceeds the schedule.

ARTICLE 48 - SUPPLEMENTALS

A. ANNUAL SUPPLEMENTAL REVIEW BOARD

1. The parties recognize that it is the Board's prerogative to fill or not fill a supplemental position including extended service in any given school year. The purpose of this procedure is to provide teachers and/or the Board/administration with the opportunity to submit information regarding specific supplemental positions and/or extracurricular responsibilities.
2. Review Board will consist of:
 - Three (3) members appointed by the superintendent
 - Three (3) members appointed by the Association
3. The Review Board shall:
 - a. select a chairperson and a recorder;
 - b. receive between February 1 and March 1 teacher's and/or administrator's requests for:
 - 1)adding a position,
 - 2)deleting a position,
 - 3)amending a job description,
 - 4)extended service;
 - 5)altering placement of a position on the supplemental salary schedule.
 - c. reserve the right for gathering additional input;
 - d. screen all requests and submit to the superintendent those requests which a majority of the Review Board feels has merit;
 - e. in all cases where a new supplemental position is being proposed, recommend a pay level for that position;
 - f. reserve the right to require the person making the request to provide a proposed job description in cases where a new position is being requested;
 - g. give results of requests to the concerned parties within thirty (30) days of the Review Board's recommendations submitted to the superintendent.
 - h. the work of the Review Board will be completed prior to the following school year.
4. The School Board may add a position(s) outside the time frame of the supplemental review board, following agreement with the Association as to the placement of said position(s) on the supplemental salary schedule.

B. MODE OF PAYMENT

1. The following supplemental contract holders will be paid upon completion of duty. The treasurer will be notified in writing by the principal or the athletic director when the teacher completes his/her supplemental contract.

Extended Service	Sports-Coaching
Band Guard	Cheerleading Advisors
Winter Guard	Physical Fitness
War of Wits	Intramurals
Pep Band	Jr. Council of World Affairs
Drama	Faculty Managers
Musical Director	Prom Advisor
Technical Director	Science Olympiad Coordinator
Odyssey of the Mind	AFJROTC Drill Team

2. The following supplemental contracts will be paid over twenty-six (26) pays:

Vocal Music	<u>Class Advisors</u>
Band Director	Freshman
Assistant Band Director	Sophomore
Athletic Director	Junior
Stage Manager	Senior
District Coordinators	
<u>Club Advisors</u>	<u>Department Heads</u>
Spanish	English
Newspaper	Science
French	PE, Health, Guidance
Student Council (LHS/BJHS)	Foreign Language
National Honor Society	Special Education
Yearbook (LHS/BJHS)	Social Studies
FBLA	Business, ROTC, IndArts, Home Ec
Future Teachers of America	Math

3. Contracts, paid in accordance to B.1 above, will be paid on a non-payroll week and as follows:

- Summer Supplementals – Between 1st and 2nd regular payrolls in September
- Autumn Supplementals – Last non-payroll Friday in November
- Winter Supplementals – 1st non-payroll Friday in March
- Spring – Last non-payroll Friday in May
- Extended Days – Last non-payroll Friday in September for days worked and the last non-payroll Friday in June for the remainder of the days worked

4. Deductions will be made as required.

- a. Federal income tax withholding in accordance with the W-4 form filled out by the supplemental contract holder on file at the time of payment.

C. CONTRACT

1. The supplemental contract shall be separate from and in addition to the regular teaching contract and shall include the following:
 - a. Specific supplemental assignment;
 - b. Salary;
 - c. Signatures of both parties to the contract and date of signing;
 - d. Job description will be attached.
2. If a teacher holding a supplemental contract is not chosen for the position for the following year, the teacher will be informed of the reason by the building principal.
3. Vacant supplemental positions which result from resignations and non-renewals shall be posted in each building for a period of five (5) days. Notices of vacancies occurring during the summer vacation will be posted on a bulletin board at the central office.
4. All current teachers who meet the necessary qualifications will be considered for the position prior to the position being filled by a non-certified staff person or a person who is not employed by the Board.
5. Acceptance or rejection of a supplemental contract shall be entirely voluntary. The failure to apply for or accept a supplemental contract or the failure of the district to renew a supplemental contract shall have no adverse effect on the teacher's evaluation of his/her teaching contract.
6. The Association, realizing the importance of supplemental positions of the overall education of the students of Lebanon City Schools and the importance of these positions being filled by certified staff, acknowledges a responsibility to assist in the promotion of the contracts to its members.

D. EXPERIENCE STEPS

1. Placement - The basis for placement on the appropriate experience step shall be:
 - a. the total number of years of experience in a specific activity/coaching field;
 - b. experience in either girl's or boy's sports shall be counted equally toward total years of experience, provided such experience is within the same coaching field;
 - c. total years of experience shall be limited to the length of time that a position has been a paid supplemental contract;
 - d. actual placement on the appropriate step shall be verified, in writing, by the treasurer.

2. Years of experience in an activity/coaching field will be recognized for a teacher new to the school district, provided he/she assumes the responsibilities of the supplemental contract upon employment.
3. When the responsibilities of a supplemental contract are shared between two teachers, each teacher shall be placed on the appropriate step based upon his/her experience and paid one-half (1/2) of the specified pay;
4. The terms of this provision shall also apply to any non-certified person assuming the responsibility of a supplemental contract.

E. EXTENDED SERVICE

1. The number of extended service days assigned to each teacher holding the following positions shall be:

<u>Assignment</u>	<u>Days</u>	
School Nurse	8 days	
Guidance Counselor (LHS)	20 days	For Two Positions
Guidance Counselor (LHS)	10 days	
Guidance Counselor (LJRH)	10 days	
ROTC	20 days	
Media Specialist	10 days	
Home Economics	10 days	
Home Economics	3 days	

2. Extended service time shall be paid at the teacher's actual per diem rate, as established by the regular salary schedule (Article 47).
3. The superintendent may assign extended service at times other than that stipulated in A.3 of this article. Such assignment shall be limited to one (1) year and subsequently subject to the process of the Supplemental Review Board.

F. LEBANON CITY SCHOOLS SUPPLEMENTAL SCHEDULE

LEVEL 1

JRH Faculty Manager – Spring (2)

LEVEL 2

LHS Pep Band
LHS Jr. Council of World Affairs
LHS Bowling Coach
LHS Future Teachers of America Advisor
LHS Prom Advisor
JRH Faculty Manager – Fall (2)
JRH Faculty Manager – Winter (2)
LHS Musical/Choral Director
LHS Vocational Arts Department Head
LHS Guidance Department Head
JRH Spanish Club Advisor
JRH 7th Grade Choir Director
JRH 8th Grade Choir Director
JRH Math Team Coordinator
LHS Spanish Club
LHS French Club

LEVEL 3

LHS Assistant Cheerleader-Basketball (2)
LHS Assistant Cheerleader-Football (3)
LHS Physical Fitness (3)
LHS Stage Manager
LHS Lebanon Singers Choreographer
JRH Warrior Pride Yearbook
JRH Warrior Pride Newspaper
JRH Drama Club Advisor
DIST Art Portfolio
JRH Language Arts Department Head
JRH Science Department Head
JRH Social Studies Department Head
JRH Math Department Head

LEVEL 4

LHS Freshman Class Advisor
LHS Sophomore Class Advisor
LHS FBLA
LHS Technical Director of Musicals
LHS National Honor Society
LHS Special Education Department Head
LHS Foreign Language Department Head
LHS Science Olympiad Coach
LHS Junior Class Advisor
LHS Senior Class Advisor
JRH Student Council Advisor
JRH Football Cheerleader (2)
JRH Basketball Cheerleader (2)
JRH Intramurals

JRH Power of the Pen Advisor
DIST District PE Coordinator
JRH Science Olympiad Advisor
JRH JV Tennis - Boys
DIST Coordinator Music
LHS JV Tennis - Girls
DIST Coordinator Art
LHS Marching Band Choreographer
JRH Washington D.C. Trip Coordinator

LEVEL 5

JRH Assistant Cross Country (2)
LHS Band Guard Advisor
LHS Varsity Football Cheerleader
LHS Varsity Basketball Cheerleader
LHS Drama Advisor
LHS Winter Guard
LHS Newspaper
LHS Student Council
LHS Intramurals
LHS Science Department Head
LHS Math Department Head
LHS Social Studies Department Head
LHS English Department Head
LHS AFJROTC Drill Team
LHS Swimming Coach
JRH Assistant Wrestling
JRH Assistant Girls Volleyball
DIST War of Wits
DIST Music Department Staff Accompanist
(6-12 grade)

LEVEL 6

LHS Yearbook
LHS Assistant Freshman Football (2)
LHS Freshman Baseball Coach
LHS Freshman Girls Volleyball
JRH Assistant Football (4)
JRH Assistant Boys Basketball (3)
JRH Assistant Girls Basketball (3)
JRH Head Girls Volleyball
JRH Assistant Track (5)
JRH Cross Country – Boys/Girls
LHS Freshman Softball

LEVEL 7

LHS Reserve Golf
LHS Faculty Manager of Athletics (2)
JRH Wrestling
JRH Head Track
LHS Director of Musicals

**LEBANON CITY SCHOOLS SUPPLEMENTAL SCHEDULE
PAGE TWO**

LEVEL 7 (Continued)

LHS Fall Percussions Coordinator
LHS Assistant Tennis Coach – Boys
LHS Assistant Tennis Coach – Girls
LHS Assistant Cross Country

LEVEL 8

LHS Head Freshman Basketball – Girls
LHS Head Freshman Football
LHS Head Freshman Basketball – Boys
JRH Head Football – 8th Grade
JRH Head Football – 7th Grade
JRH Head Boys Basketball
JRH Head Girls Basketball
LHS Choir Director
LHS Winter Percussion Coordinator

LEVEL 9

LHS Assistant Track – Boys
LHS Assistant Track – Girls
LHS Assistant Baseball (2)
LHS Cross Country Co-ed
LHS Assistant Wrestling (2)
LHS Tennis – Boys
LHS Tennis – Girls
LHS Assistant Softball (2)
LHS Assistant Soccer – Boys (2)
LHS Assistant Soccer – Girls (2)
LHS Assistant Girls Volleyball (2)
LHS Golf – Boys
LHS Golf – Girls

LEVEL 10

LHS Head Baseball
LHS Head Wrestling
LHS Head Track – Boys
LHS Head Track – Girls
LHS Softball
LHS Assistant Football (6)
LHS Assistant Basketball – Boys (2)
LHS Assistant Basketball – Girls (2)
LHS Assistant Band
LHS Head Girls Volleyball
LHS Head Soccer – Boys
LHS Head Soccer – Girls
DIST 5th Grade Band
DIST Orchestra Instructor

LEVEL 11

JRH Athletic Director

LEVEL 12

LHS Head Football
LHS Head Basketball - Boys
LHS Head Basketball - Girls

LEVEL 13

LHS Band Director

G. SUPPLEMENTAL INDEX AND SALARIES

Supplemental Index

<u>LEVEL</u>	<u>Step</u> 0	<u>Step</u> 2	<u>Step</u> 4	<u>Step</u> 6
1	0.010	0.011	0.012	0.013
2	0.030	0.033	0.036	0.039
3	0.040	0.044	0.048	0.052
4	0.050	0.055	0.060	0.065
5	0.060	0.066	0.072	0.078
6	0.070	0.077	0.084	0.091
7	0.080	0.088	0.096	0.104
8	0.090	0.099	0.108	0.117
9	0.100	0.110	0.120	0.130
10	0.120	0.132	0.144	0.156
11	0.160	0.176	0.192	0.208
12	0.180	0.198	0.216	0.234
13	0.200	0.220	0.240	0.260

Supplemental Salary: 2014-15

Base Salary: \$35,743

<u>LEVEL</u>	<u>Step</u> 0	<u>Step</u> 2	<u>Step</u> 4	<u>Step</u> 6
1	\$ 357	\$ 393	\$ 429	\$ 465
2	\$1,072	\$1,180	\$1,287	\$1,394
3	\$1,430	\$1,573	\$1,716	\$1,859
4	\$1,787	\$1,966	\$2,145	\$2,323
5	\$2,145	\$2,359	\$2,573	\$2,788
6	\$2,502	\$2,752	\$3,002	\$3,253
7	\$2,859	\$3,145	\$3,431	\$3,717
8	\$3,217	\$3,539	\$3,860	\$4,182
9	\$3,574	\$3,932	\$4,289	\$4,647
10	\$4,289	\$4,718	\$5,147	\$5,576
11	\$5,719	\$6,291	\$6,863	\$7,435
12	\$6,434	\$7,077	\$7,720	\$8,364
13	\$7,149	\$7,863	\$8,578	\$9,293

Supplemental Salary: 2015-16

Base Salary: \$36,816

<u>LEVEL</u>	<u>Step</u> 0	<u>Step</u> 2	<u>Step</u> 4	<u>Step</u> 6
1	\$ 368	\$ 405	\$ 442	\$ 479
2	\$1,104	\$1,215	\$1,325	\$1,436
3	\$1,473	\$1,620	\$1,767	\$1,914
4	\$1,840	\$2,025	\$2,209	\$2,394
5	\$2,209	\$2,430	\$2,651	\$2,872
6	\$2,577	\$2,835	\$3,093	\$3,350
7	\$2,945	\$3,240	\$3,534	\$3,829
8	\$3,313	\$3,645	\$3,976	\$4,307
9	\$3,682	\$4,050	\$4,418	\$4,786
10	\$4,418	\$4,860	\$5,302	\$5,743
11	\$5,891	\$6,480	\$7,069	\$7,658
12	\$6,627	\$7,290	\$7,952	\$8,615
13	\$7,363	\$8,100	\$8,836	\$9,572

H. CRITERIA FOR CLUB ADVISORS

LEVEL 2

- A. Administratively endorsed
- B. Activity during a specific portion of the school year

LEVEL 3

- A. Administratively endorsed
- B. Monthly meetings
- C. Meets entire school year

LEVEL 4

- A. Administratively endorsed
- B. Monthly meetings
- C. Meets entire school year
- D. Participates in regional, state or national competition

LEVEL 5

- A. Administratively endorsed
- B. Monthly meetings
- C. Meets entire school year
- D. Competition includes matches with other league and county schools, with the possibility of state competition

ARTICLE 49 - BOARD REIMBURSEMENT

The Board will pay for any costs related to the State and Federal background checks required by the Ohio Revised Code. Said payment shall begin for all background checks conducted after June 1, 2008.

SECTION V - DURATION

ARTICLE	50	RENEGOTIATION.....	62
ARTICLE	51	IMPLEMENTATION.....	62

ARTICLE 50 - RENEGOTIATION

This contract, or any part thereof, may be altered by mutual consent of the parties to this contract.

ARTICLE 51 - IMPLEMENTATION

A. Provisions Contrary to Law

If any provision of this agreement or any application of this agreement to any teacher or group of teachers is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force. The invalid provision shall be renegotiated, at the written request of either party.

B. Duration

This agreement shall be effective September 1, 2014, through August 31, 2016.

C. Complete Agreement


This agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior written agreements between the parties. The parties acknowledge that, during the negotiations which resulted in this agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, including any subject or matter which could have been collectively bargained, but which was either not discussed in negotiations or which, if discussed, was not included in this agreement.

If, however, due to the growth in the district, there is a need to alter a working condition that directly effects a provision of this contract the parties will meet to negotiate the effects of the change. If there is a disagreement as to whether or not a change directly effects a provision of this agreement, the issue shall be submitted to the grievance procedure in Article 4.

Exception to the above shall be when the district/parties must address an issue that may arise due to legislation. The parties shall then commence discussions/negotiations and enter into memorandums or amendments as deemed appropriate.

D. This agreement is contingent upon the passage of an operating levy during its term/duration. If an operating levy is not passed, then this agreement is contingent upon the commitment of the Board to make necessary budget reductions to meet the financial obligations of this agreement as required by ORC 5705.412.


LEBANON BOARD OF EDUCATION

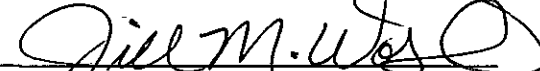
By 
Ryan Patterson Jr., Board President



Eric Sotzing, Treasurer



Mark North, Superintendent


LEBANON EDUCATION ASSOCIATION

By 
Rachel Hahn, Co-President



Jill Woeste, Co-President



Becky Charlton, Berry Rep.


Jennifer Coleman, Bowman Rep.


Kristy Reuber, Donovan Rep.


Misty Belfrom, Jr, High Rep.


Ned Earley, High School Rep.


Kathie Pendell, Louisa Wright, Rep.


Marla Bell, OEA Representative

Ratified by LEA Membership: December 2013
Approved by Board: December 2013

APPENDIX

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LEBANON CITY SCHOOLS

REQUEST FOR SUPPLEMENTAL REVISION

I. To be completed by applicant:

I hereby request review of the following supplemental position:

POSITION

Type of request (please check one):

_____ adding a position

_____ deleting a position

_____ amending a job description

SPECIFICS OF REQUEST AND JUSTIFICATION _____

(use attached sheets if necessary)

Date _____ Signature of Applicant

II.To be completed by Review Board:

Comments:

Recommend to superintendent

Recommended pay at index level

Not recommended to superintendent _____

Date _____ Signature of Chairperson

Date _____ Signature of LEA President

III.To be completed by the superintendent:

Action taken:

Date _____ Signature of Superintendent

ADMINISTRATOR'S RESPONSE

Level: _____

Meeting Date: _____

RESPONSE: (Within five (5) days after meeting)

Administrator's Signature

Date

LEBANON GRIEVANCE FORM
(LEVEL II - SUPERINTENDENT)

The purpose of this form is to appeal the grievance to Level II.

Date of written appeal: _____

(Within 5 days of receipt of response at Level I)

Attach a completed copy of Grievance Form, Level I

Signature of Grievant _____

Meeting date: _____

LEVEL II RESPONSE
(Within 5 days after meeting)

Signature of Superintendent _____ Date _____

Copy to: Grievant
Administrator
Association

LEBANON GRIEVANCE FORM
(LEVEL III - ARBITRATION)

The purpose of this form is to appeal grievance to Level III, Binding Arbitration.

Date of written appeal: _____

(Within 5 days of receipt of response at Level II)

Attach a completed copy of Grievance Form, Level I

Signature of Grievant/Association _____

Date _____

LEBANON CITY SCHOOLS
PERSONAL LEAVE REQUEST FORM
CERTIFIED PERSONNEL

I request personal leave from my regular duty on _____
(Month) (Day) (Year)

Signature of Employee Principal/Supervisor (Date)

Date of Request (to be submitted 3 days before leave)

Returned to Employee by Principal/Supervisor _____

Approved Denied

Yellow – Principal/Building Secretary Copy

Blue – Employee Copy

REPORT OF EMPLOYEE PERSONAL LEAVE ABSENCE

THIS IS TO CERTIFY THAT I WAS ABSENT FROM SCHOOL FOR PERSONAL

LEAVE ON THE FOLLOWING DATES: _____

TOTAL DAYS _____.



EMPLOYEE SIGNATURE DATE

PRINCIPAL/SUPERVISOR SIGNATURE DATE

TO BE COMPLETED THE DAY FOLLOWING ABSENCE AND SUBMITTED TO THE
TREASURER'S OFFICE. PLEASE ATTACH COPY OF PRE-APPROVED PERSONAL
LEAVE FORM.

Lebanon City Schools Teacher Performance Assessment Summary

This Teacher Performance Assessment Summary is to be completed by the principal at the end of the evaluation cycle.

- For Plan 1, it will be completed by March 15th each year.
- For Plan II, it will be completed by May 15th at the end of the evaluation cycle.
- For Plan III, it will be completed by December 15th and March 15th each year.

If the evaluator has a concern about a teacher’s performance, an Initial Teacher Performance Assessment Summary will be completed prior to December 15th and the LEA president will be notified.

A conference with the teacher and principal will occur to discuss the teacher’s areas of strengths and areas for future practice/growth based on the evidence in the Summary of the Domains.

Teacher _____ School Year _____
 Grade/Subject _____ Date _____

Summary of Performance in Each Domain

DOMAIN A: ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

- A1: Becoming familiar with relevant aspects of students’ background knowledge and experiences.**
- A2: Articulating clear learning goals for the lesson that are appropriate to the students.**
- A3: Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.**
- A4: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.**
- A5: Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.**

Summary of Domain A

Teacher _____ School Year _____

DOMAIN B: CREATING AN ENVIRONMENT FOR STUDENT LEARNING

- B1: Creating a climate that promotes fairness.**
- B2: Establishing and maintaining rapport with students.**
- B3: Communicating challenging learning expectations to each student.**
- B4: Establishing and maintaining consistent standards of classroom behavior.**
- B5: Making the physical environment as safe and conducive to learning as possible.**

Summary of Domain B

Teacher _____ School Year _____

DOMAIN C: TEACHING FOR STUDENT LEARNING

C1: Making learning goals and instructional procedures clear to students.

C2: Making content comprehensible to students.

C3: Encouraging students to extend their thinking.

C4: Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.

C5: Using instructional time effectively.

Summary of Domain C

Teacher _____

School Year _____

DOMAIN D: TEACHER PROFESSIONALISM

D1: Reflecting on the extent to which the learning goals were met.

D2: Demonstrating a sense of efficacy.

D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.

D4: Communicating with parents or guardians about student learning.

Summary of Domain D

Summary Statement from all Domains:

A. Areas that are a Strength:

B. Areas for Future Practice/Growth:

C. Deficiencies in the Following Standards:

Standard:

Recommendations:

Resources:

How:

Next Teacher Performance Assessment (Check one)

- Plan 1 – Initial Professional Growth
- Plan 2 – Continuous Professional Growth
- Plan 3 – Focused Professional Growth

Contract Recommendation (Check one)

- Limited One Year
- Limited One Year – Second Year
- Limited One Year – Third Year
- Limited Two Year
- New Continuing Contract
- Remain on Continuing Contract
- Non-renewal of Contract

Principal Signature	Date
---------------------	------

Teacher Signature	Date
-------------------	------

*Teachers signature does not indicate agreement with the contents of the observation form.

Original to be filed in the teacher’s personnel file with copies to the teacher and evaluator.

If Applicable

Date Completed:

LEA president notified that an Initial Performance Assessment Summary was written and given to teacher prior to December 15.

Final Performance Assessment Summary written and given to teacher prior to March 15.

bsh 9/6/05

Possible Collection Artifacts

This is a sample list of artifacts that can be included in the assessment process. Teachers can choose which ones will help them with their professional growth. This list is not intended to be all inclusive. There are other artifacts that teachers may have that are not on this list.

- Class schedules
- Seating charts
- Semester, quarter, and/or unit plans
- Daily plans
- Classroom rules and discipline procedures
- Discipline referrals
- Student achievement data
- Copies of quizzes and tests
- Copies of grade book
- Copies of handouts and worksheets
- Examples of student work
- Student progress reports
- Examples of written feedback
- Student profiles/interest surveys
- Video and audio records of student performances
- Reading lists
- Diagrams and photographs of room
- Parent and student surveys (D3)
- Log of parent contacts (D3)
- Newsletters (D3)
- Parent conferences/open house (D3)
- Co-curricular activities and course participation (D4)
- Agendas/notes from professional meetings (D4):
 - Curriculum meetings
 - Team meetings
 - Department meetings
 - Faculty meetings
 - Committee meetings
- Ohio First activities (EYTs and mentors)
- Professional Correspondence (phone logs, emails, etc.)
- Administrator walk-throughs
- PDEpress transcript
- Teacher web page

Bsh 4/25/05

Overview of Teacher Assessment Program

Criterion for Effective Teaching

Domain A: Planning
Domain B: Environment

Domain C: Instruction
Domain D: Professionalism

<p align="center"><u>Plan 1</u> <i>Initial Professional Growth</i></p>	<p align="center"><u>Plan 2</u> <i>Continuous Professional Growth</i></p>	<p align="center"><u>Plan 3</u> <i>Focused Professional Improvement</i></p>
<p>Who: Teachers with less than three years of teaching experience</p> <p>Teachers new to Lebanon City Schools (minimum of 1 year)</p> <p>Purpose:</p> <p>To ensure that Criterion for Effective Teaching are understood, accepted, and demonstrated</p> <p>To provide support in implementing the Criterion for Effective Teaching</p> <p>To provide accountability for decisions to continue employment/renew contract</p>	<p>Who: Teachers who have successfully completed Plan 1</p> <p>Teachers holding a continuing contract</p> <p>Teacher holding a two year limited contract</p> <p>Purpose:</p> <p>To enhance professional growth</p> <p>To improve student achievement</p> <p>To focus on school improvement issues</p> <p>To provide feedback on professional issues</p> <p>To give a teacher the opportunity to focus on any domains</p>	<p>Who: Teachers who have not demonstrated satisfactory performance in Plan 1 or 2.</p> <p>Teachers who need additional time before being recommended for continuing contract as determined by principal.</p> <p>Purpose:</p> <p>To demonstrate the commitment of the district to the ongoing growth and development of all staff</p> <p>To improve the performance of staff members who have been identified by their principals as needing assistance in meeting the Criterion for Effective Teaching</p> <p>To implement a process which is positive and should assist in professional growth</p> <p>To provide accountability for decisions to continue employment</p>

Continued on next page ...

Overview of Teacher Assessment Program
(Continued)

<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>
<p>Method:</p> <p>Minimum of 1 conference: Pre-observation/artifact discussion to be held in teacher's room</p> <p>Minimum of 2 observations with post-observation conferences. There is not a maximum number of times a principal can observe a teacher.</p> <p>Collection of artifacts</p> <p>Conference to discuss the teacher's strengths and weaknesses from the written summary of the Teacher Performance Assessment Summary by March 15.</p> <p>If the evaluator has a concern about the teaching performance, they will complete an initial Teacher Performance Assessment Summary prior to December 15. Principal will notify LEA president.</p>	<p>Method:</p> <p>Initial goal setting conference based on the 4 domains at the start of the cycle (1-3 goals)</p> <p>Observations (optional) except if the teacher is up for continuing contract.</p> <p>There is not a maximum number of times a principal can observe a teacher.</p> <p>Collection of artifacts</p> <p>Artifact conference at the end of the contract cycle or every three years for continuing contract teacher. Written narrative summary from administrator by May 15.</p> <p>If the evaluator has a concern about the teaching performance, they will complete an initial Teacher Performance Assessment Summary prior to December 15. Principal will notify LEA president.</p> <p>Second Teacher Performance Assessment completed by March 15. If concerns are not corrected, the teacher may go to Plan 3 at the beginning of next year.</p>	<p>Method:</p> <p>Principal to directly oversee Plan 3</p> <p>Establish assistance team collaboratively by principal and teacher, and building rep if necessary.</p> <p>Write a strategic plan to help the teacher. This plan would include:</p> <ul style="list-style-type: none"> Identify areas of weakness; Set goals based on domains; Determine support structure; Data to be collected; Expected outcomes; Established timeline. <p>This plan would include, but not limited to, direct observation of teaching or other activities, conference with the staff member peer coaching, mentoring and follow-up activities. The plan may include any number of additional strategies designed to assist the instructional process/areas of weakness.</p> <p>Yearly written narrative summary from the principal based on the strategic plan by December 15 and March 15.</p>

**MEMORANDUM OF UNDERSTANDING
EVALUATION PROCEDURE**

APPENDIX G

A. Introduction

1. As the parties transition to the Ohio Teachers Evaluation System (OTES) as required by Ohio Revised Code 3319.111 and 3319.112, the following procedure will be utilized for all teachers.

Exception shall be those teachers whose assignment does not require at least fifty percent (50%) direct instruction with students which includes certified nurses, psychologists, counselors, speech therapists and media specialists.

B. Evaluation Cycle

1. Teachers shall be evaluated annually with a minimum of two (2) formal observations.
2. A teacher receiving an overall rating of accomplished shall be evaluated every other year.
3. A teacher on a limited contract or extended limited contract shall be evaluated with a minimum of three (3) formal observations in order to be subject to a nonrenewal.
4. A teacher who is a Resident Educator will have his/her observation/evaluation coordinated with the requirements of the Resident Educator Program.

C. General Provisions

1. Evaluators shall be the principals and assistant principals employed by the Board who have obtained the appropriate credentials required by the Ohio Department of Education. The special education supervisor or pupil personal director may evaluate the special education teachers, provided such administrators have the appropriate credentials required by the Ohio Department of Education.
2. Teachers who are assigned to two or more buildings shall be informed early in the school year as to which principal will be evaluating him/her. In buildings where there is an assistant principal a teacher shall be informed early in the school year as to which principal will be evaluating him/her.
3. Prior to initiating the evaluation process, the principal shall review with the teacher all the forms that will be utilized.
4. Formal observations shall be for a minimum of thirty (3) continuous minutes. There is not a maximum number of times that a principal can observe a teacher.
5. Walkthrough observations shall be for a minimum of five (5) minutes.
6. A teacher shall have the opportunity to provide a collection of artifacts to demonstrate his/her methods in addressing any of the criteria for effective teaching.
7. Observations shall not be scheduled and conducted during the first week of school or on the day before or after a school holiday or vacation.

8. At the time of an observation, the principal shall notify the teacher of that fact when he/she enters the room.
9. The forms utilized for evaluation shall be those developed by the Ohio Department of Education for the Ohio Teacher Evaluation System (OTES) or as recommended by the evaluation committee.

D. Evaluation Procedure

A. Method

1. There shall be a minimum of two (2) formal observations. However, there is not a maximum number of times a principal can observe a teacher.
2. At least one observation shall be scheduled between the teacher and principal which shall include a pre-observation and artifact collection conference to be held in the teacher's classroom. For teachers newly hired by the Board, this observation shall be the first one of the school year. A post-observation conference shall be held within ten (10) days after the observation. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference.

Any additional observations shall be conducted which may or may not include a pre-observation conference. A post-conference shall be held within ten (10) days after the observation. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference.

In addition to the formal observations, the principal shall conduct multiple walkthroughs as a means to further observe a teacher's performance. The principal shall provide feedback to the teacher following the walkthrough on the appropriate form. Upon the request of either the teacher or the principal, a meeting shall occur to discuss the walkthrough observation.

3. Principal Concerns

- a. If the principal has a concern about the teacher's teaching performance, the first observation and post-observation conference shall be completed prior to January 15 the principal shall also notify the Association President when he/she has a concern for a teacher's performance that could lead to an ineffective rating.
- b. Subsequent observations, post-observation conferences, and the final completion of the evaluation form shall be completed and provided to the teacher at a conference by May 10. Such conference shall include a discussion regarding the teacher's progress in the area of concern listed in the first assessment as well as the teacher's strengths and weaknesses observed during the school year. The principal shall also inform the teacher as to his/her recommendation for contract renewal.
- c. If the final evaluation for a teacher results in an ineffective rating, the professional improvement plan will include the development of a Peer Assistance Team appointed by the Association President in cooperation with the principal. The Peer Assistance

Team will work collaboratively with the teacher to provide coaching, mentoring, and other follow-up activities to address the concerns reflected by the principal in the final evaluation. However, the existence of a Peer Assistance Team identified for any teacher receiving an ineffective rating shall not prohibit and/or limit the Board's ability to nonrenew an employment contract upon its expiration provided that the appropriate and required procedures are followed.

- d. If no noted areas of concerns are observed throughout the year, all observations and post-observation conferences and the final evaluation form shall be completed and provided to the teacher by May 10. Such conference shall include a discussion as to the teacher's strengths and weaknesses. The principal shall also inform the teacher as to his/her recommendation for contract renewal.

E. Professional Growth Plan

Teachers required to develop professional growth plans shall have it submitted by the end of October.

F. Professional Improvement Plan

Teachers required to develop professional improvement plans shall have it submitted by September 15.

G. Student Growth Measures

1. Student growth measures as required by Ohio law, shall be used to support a teacher's evaluation.
2. Data obtained from student growth measures shall not be used for employment decisions, including but not limited to, tenure consideration, nonrenewal, termination, and reduction in force until the 2017-18 school year.
3. There shall be two (2) student growth measure district committees. One committee shall address grades K – 6 and one committee shall address grades 7 – 12. The Association shall appoint three (3) members and the administration shall appoint three (3) members to each committee.
4. Decisions regarding the development certification of student learning objectives shall be made by the district student growth measure committees.
5. The district evaluation committee shall be responsible for monitoring the implementation of student assessments and other issues that may arise regarding student growth measures.

H. Student Growth Measure Errors

If a teacher believes there is an error in student growth measures that the teacher believes lowers the final rating of the teacher on the annual evaluation, he/she will request a meeting with the curriculum director. The teacher and curriculum director will investigate and work together to rectify the calculation if possible.

I. Evaluation Review

A teacher who disagrees with an ineffective rating on his/her final evaluation rating shall be entitled to a hearing before the Superintendent or designee. The teacher shall have the right to present information, evidence, and data that disputes the area of the evaluation to which he/she objects. The teacher shall articulate the changes in the final evaluation that he/she is requesting.

The teacher shall be entitled to Association representation at such hearing.

The Superintendent will review and consider the information presented by the teacher and render a decision to the teacher's objections within ten (10) days of the hearing.

J. District Evaluation Committee

1. The District Evaluation Committee that established the evaluation procedure outlined in this Article shall meet annually to review its efficiency and effectiveness. Prior to any substantive alterations, the Association Co-President shall be informed of any recommended changes and given the opportunity to provide input.

The individuals serving on the Evaluation Committee during the previous school years shall continue in their roles. Should any vacancy occur, the Association Co-President shall appoint a replacement for an Association vacancy; the Superintendent shall appoint a replacement for an administration vacancy.

The committee shall consist of three (3) members appointed by the administration and three (3) bargaining unit members appointed by the Association. Each party shall have the right to request representatives to attend district evaluation committee meetings on its behalf.

K. Changes to OTES Program

The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the evaluation committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article. Any alteration to this Article shall require approval/ratification from the Board and the Association membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

**Lebanon City Schools
Sick Leave Bank
Request Form**

APPENDIX H

Purpose

To loan additional days of sick leave to certified employees of the Lebanon City School District who have experienced accidental injury, required surgery or serious illness and have used up all personal and sick leave days, including the 5 additional days advanced by the district to the employee, per law.

Teacher's Name _____ School year _____

Date of Request _____

Request Details/Number of Days Requested:

Teacher's Signature

Sick Leave Bank Committee Recommendations

Approved
Comments:

Denied
Comments:

Chairman of Committee

Date

The teacher shall pay back the days he/she borrowed at a rate of 50% of his/her annual accumulated sick leave at the end of the contract year, each year until the total number of borrowed days is restored to the bank.

I acknowledge the above stated procedure to pay back borrowed days from the Sick Leave Bank.

Teacher's Signature

Date

Cc: Treasurer's Office