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AGREEMENT

BETWEEN THE

LAKEVIEW LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

LAKEVIEW TEACHERS ASSOCIATION

August 16, 2022 – August 15, 2023

Table of Contents

ARTICLE I – RECOGNITION 1

1.01 Statement of Recognition 1

1.02 Definition of Bargaining Unit 1

1.03 Definitions 2

1.04 Association Rights 3

1.05 Management Rights 5

1.06 Non-Discrimination 5

ARTICLE II –NEGOTIATIONS PROCEDURE 5

2.01 Negotiation Committees 5

2.02 Subject of Negotiation 6

2.03 Negotiation Notice and Schedule 6

2.04 Negotiations Agenda 6

2.05 Reporting 6

2.06 Exchange of Information 6

2.07 Agreement and Negotiation 6

2.08 Disagreement 7

2.09 Costs 7

2.10 In-term Bargaining 7

ARTICLE III – GRIEVANCE PROCEDURE 7

3.01 Definition 7

3.02 Rights of the Grievant and the Association 8

3.03 Informal Procedure 8

3.04 Formal Procedure 9

ARTICLE IV – COMPENSATION 10

4.01 Salary Schedule for 2022 - 2023 10

4.02 **Teacher's Salary Schedule** 11

4.03 **Teacher's Salary Index –** 2022 - 2023 12

4.04 Extra Pay for Supplemental Duties 13

4.05 Definition of Classes on Index 15

4.06 Limitation on Credits 15

4.07 Severance Pay 15

4.08 Retirement Incentive Bonus 16

4.09 Compensation for Additional In-service Days Beyond the 182 Day Contracts Days 17
4.10 Part-time Employees 17
4.11 Professional Development Reimbursement 18
4.12 Stipend for National Board Certification 19
ARTICLE V – INSURANCE PROVISIONS 19
5.01 Medical Insurance 19
5.02 Life Insurance 20
5.03 Insurance Contracts 20
5.04 Insurance Study Committee 20
5.05 Health Insurance Changes Off-Set 20
ARTICLE VI – LEAVES 21
6.01 Sick Leave 21
6.02 Parental Leave 23
6.03 Personal Leave 24
6.04 Professional Leave 25
6.05 Special Professional Assignment Days 27
6.06 Sabbatical Leave 28
6.07 Association Leave 28
6.08 Assault Leave 29
6.09 Seniority While on Leave 29
6.10 Court Leave 29
6.11 Teachers Subpoenaed 29
ARTICLE VII – NOTIFICATION OF ASSIGNMENT AND POSTING VACANCIES 29
7.01 Notification of Assignment 29
7.02 Vacancies 30
ARTICLE VIII – PAYROLL PRACTICES 31
8.01 Payment of Salary 31
8.02 Deductions from Salary 32
8.03 Deferred State Retirement Monies 32
8.04 Long Term Substitute Salary 33
ARTICLE IX – SCHOOL CALENDAR 33
9.01 Calendar Adoption 33
9.02 Building Calendar 33
9.03 Teacher Input 33

9.04 Teacher Early Release Time 33
9.05 Open House 33
ARTICLE X – EMPLOYEE EVALUATION POLICY 34
10.01 Philosophy of Evaluation 34
10.02 Lakeview Evaluation Committee 34
10.03 Evaluation Procedure – OTES Employees 35
10.04 Evaluation Procedure – OSCES Employees 35
10.05 Evaluation Procedure – Non-OTES Employees 35
10.06 Evaluation Procedure to Supersede the Law 37
ARTICLE XI – PERSONNEL FILES 37
11.01 Teacher Personnel Files Shall be Open for Inspection 37
11.02 Contents of the File 38
11.03 Contrary to Law 39
ARTICLE XII – REDUCTION IN PROFESSIONAL STAFF WORK FORCE 39
12.01 Non-OTES Employees 39
12.02 OTES Employees **42**
ARTICLE XIII – EMPLOYMENT CONDITIONS 46
13.01 Parental Complaint 46
13.02 Curriculum 48
13.03 Elementary Supervision Duties 48
13.04 Class Size 48
13.05 Continuing Contract 49
13.06 Grant Program 49
13.07 Department Chairpersons 50
13.08 Employees Tuition-Free Education for Their Children 50
13.09 Changing Building Travel Time 50
13.10 Teachers as Substitutes 50
13.11 Inclusion 50
13.12 Planning Time 52
13.13 Lakeview Local Professional Development Committee 52
13.14 Mentor Program for Teachers New to the District (NTD) 53
13.15 Employment of Retired Teachers 55
13.16 Security 57
ARTICLE XIV – RESIDENT EDUCATOR PROGRAM 57
14.01 Participation in the Resident Educator Program 57

14.02 Mentors/Facilitators....58
14.03 Release Time....58
14.04 Resident Educator Program Coordinator....58
14.05 Protections....58
ARTICLE XV – COLLEGE CREDIT PLUS....59
15.01 College Credit Plus....59
ARTICLE XVI – EFFECTS OF THE AGREEMENT....59
16.01 Contrary to Law....59
16.02 Duplication and Distribution....60
16.03 No Reprisals....60
16.04 Complete Agreement....60

APPENDICES
APPENDIX 1A – STANDARDS-BASED TEACHER EVALUATION....62
APPENDIX 1B – POST OBSERVATION FORM....68
APPENDIX 2A – OBSERVATION FORM....69
APPENDIX 2B – PRE-EVALUATION NOTICE....70
APPENDIX 2C – EVALUATION INSTRUMENT....71
APPENDIX 3 – LAKEVIEW LOCAL SCHOOLS PERFORMANCE IMPROVEMENT PLAN....73
APPENDIX 4 – REQUEST FOR APPROVAL OF PERSONAL LEAVE....74
APPENDIX 5 – TEACHER ASSIGNMENT REQUEST FORM....75
APPENDIX 6 – REQUEST FOR APPROVAL OF PROFESSIONAL LEAVE....76
APPENDIX 7 – GRIEVANCE FORM....77
APPENDIX 8 – APPLICATION FOR USE OF SICK LEAVE....78
APPENDIX 9 – TRUMBULL CO. SCHOOLS INS. BENEFITS CONSORTIUM: PPO PLAN-2023....79
APPENDIX 10 – TRUMBULL CO. SCHOOLS INS. BENEFITS CONSORTIUM: HSA PLAN-2016....84

INDEX....89

INTRODUCTION

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

ARTICLE I - RECOGNITION

1.01 Statement of Recognition

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

1.02 Definition of Bargaining Unit

1.021 Inclusions

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

1.022 Exclusions

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

1.03 Definitions

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

1.031 Employee:

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

A. Regular Full-Time Employee

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

B. Regular Part-Time Employee

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

1.032 Day: A calendar day.

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

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

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

1.036 LTA: The Lakeview Teachers' Association.

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

1.038 Seniority:

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

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

B. Exclusions

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

C. Breaking of Seniority

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

2. An employee shall break his seniority:

a. upon resignation,

b. upon discharge for just cause,

c. upon failure to report from layoff within the designated time period after proper notification has been provided,

d. upon overstaying a leave of absence unless excused by the Board of Education, or

e. upon permanent retirement.

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

1.04 Association Rights

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

A. The right to use school buildings for LTA business.

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

C. The right to post LTA notices on bulletin boards and place them in mail boxes within individual buildings and to use the Board's regular daily inter-school mail, including the use of school e-mail for this purpose.

D. The right to payroll deduction for professional dues.

E. The right of the LTA President to receive a directory listing the names, addresses, phone numbers, and subject area and building assignments on record of all bargaining member employees of the Board.

F. The right of the LTA to receive upon request the names and addresses of newly employed employees prior to the first day of the school year.

G. The right of the LTA President to receive a copy of the agenda and board exhibits at the same time as issued to the Board of Education, in advance of the Board's regular scheduled monthly meeting. The LTA President or his/her designee shall also have the right to address the Board at a regularly scheduled Board meeting on subjects germane to the LTA and the Board after notification in writing is provided to the Board President five (5) days prior to meeting. This provision shall not be construed to require preparation of the agenda in advance of the normal preparation schedule.

H. The LTA president will receive upon request and without charge, a copy of the approved minutes, financial documents and public information pertaining to the Lakeview School system.

I. The right of the LTA representative, (LTA President, LTA Grievance Chairperson) and/or the OEA representative to represent employees at grievance hearings in arbitration proceedings which shall be scheduled outside the school day. The Association shall have the right to subpoena witnesses necessary for a complete hearing at arbitration proceedings.

J. The right to make brief announcements after school faculty meetings are adjourned.

K. The right to use the building public address system to make announcements provided this right is exercised after the dismissal of students.

L. The right to use school phones for conducting LTA business provided the LTA pays for any toll calls.

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

1.042 LTA President

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

1.043 Students Unable to Attend School In-Person

In the event students are unable to attend school in-person on a grade-level, building-wide or District-wide basis (with the exception of a calamity day(s)), or certain students require distance learning during the school day, the Board and the Association agree to meet to collaboratively address the delivery of instruction and shall work to mutually develop an MOU to the extent that such circumstances alter the terms of this Agreement.

1.05 Management Rights

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

1.06 Non-Discrimination

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

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

ARTICLE II - NEGOTIATIONS PROCEDURE

2.01 Negotiation Committees

The Lakeview Teachers Association and the Board shall each establish their separate negotiations committee. Each committee shall be composed of not more

than five (5) members. Neither party shall have the right to dictate the composition of the other's team. Each side has the right to use a consultant as a sixth member of the team. Negotiations shall be open to certified staff members, board members, administrative aides, and administrative staff members of the Lakeview Local School District as observers.

2.02 Subject of Negotiations

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

2.03 Negotiation Notice and Schedule

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

2.04 Negotiations Agenda

Once a meeting date, time and place has been established, both parties shall present written proposals at the first meeting. Either party may bring to the second meeting any additional proposals. However, after the second meeting, no additional items shall be considered unless agreed to by both parties.

2.05 Reporting

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

2.06 Exchange of Information

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

2.07 Agreement and Negotiation

When the parties have reached agreement on a proposal, such agreement shall be reduced to writing and tentatively signed by the parties, pending final approval of the

entire Agreement by the Association and Administrative Negotiating Teams and then by the Board and the Association.

2.08 Disagreement

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

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

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

2.09 Costs

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

2.10 In-term Bargaining

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

ARTICLE III GRIEVANCE PROCEDURE

3.01 Definition

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

3.011 General Provisions

A. The grievant's failure or Association's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her right to pursue the grievance further.

B. If the Board fails to comply with any time limit or procedure specified in this article, the grievant or Association may pursue the grievance at the next level.

3.02 Rights of the Grievant and the Association

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

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

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

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

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

3.03 Informal Procedure

When a teacher, group of teachers, or the Association believes there is a justifiable grievance, the grievant shall first discuss the grievance with the lowest level supervisor who has the authority to resolve the grievance. The grievant shall be granted an appointment within five working days. The grievant shall state the problem. If the grievance is not resolved, the grievant or Association, on behalf of the grievant, may proceed to Formal Procedure. An employee must file a written grievance (Formal, Step One) within 20 working days of the date on which he/she was affected by the alleged violation, misinterpretation, or misapplication of the Negotiated Agreement on the Grievance Form contained in Appendix 7 of this Agreement.

3.04 Formal Procedure

3.041 Step One

Within five working days of the informal grievance discussion, the grievant, or the Association may present the grievance in writing to the grievant's supervisor who shall arrange for a meeting to take place within five working days from the date of the written notification. The supervisor must provide a written decision to the Association within three working days after the meeting. If the Superintendent is the initial supervisor, Step Two will be eliminated, and the grievance will move to Step Three.

3.042 Step Two

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

3.043 Step Three

If the grievance has not been resolved through these steps or if the time lines for Step Two are not met, then the Association may submit the grievance to the Board at the next regularly scheduled Board meeting. If there is less than one week between the receipt of the Step Two decision and the next regularly scheduled Board meeting, the Association may postpone the Step Three hearing until the following Board meeting. The Board must provide a written decision to the Association within three working days of the Board meeting.

3.044 Step Four

A. If the grievance has not been resolved through these steps or if the time lines from Step Three are not met, then the Association may submit the grievance to arbitration. The Association shall request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. If the demand for arbitration is not filed within twenty working days of the date of the Board's decision, then the grievance is deemed withdrawn.

B. The arbitrator may not add to, alter, or delete from the terms of this Agreement or arbitrate any matter not specifically provided for by this Agreement. The decision of the arbitrator is binding on both parties.

If the issue of arbitrability is raised, the arbitrator shall bifurcate the proceeding and first decide whether the grievance is arbitrable. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be dismissed. The issue of arbitrability may be heard with the merits if the Board and grievant mutually agree.

C. The cost of the American Arbitration Association's services and the arbitrator shall be paid by the loser in an Association initiated arbitration.

ARTICLE IV – COMPENSATION

4.01 Salary Schedule for 2022-2023

Bargaining Unit members, except for re-employed (retired) regular full-time teachers employed pursuant to Article XIII shall be paid in accordance with the Index Salary Schedule contained in Section 4.02 with a base salary of $33,896 for the 2022-2023 school year.

See Section 4.02

4.02 Teacher's Salary Schedule

Base- $33,896

2022-2023 STEP	CLASS I B	CLASS II B+15	CLASS III B+30	CLASS IV M	CLASS V M+15	CLASS VI M+30
0	$33,896	$35,082	$36,167	$37,252	$38,336	$39,421
	1	1.035	1.067	1.099	1.131	1.163
1	$35,489	$36,777	$38,031	$39,353	$40,438	$41,523
	1.047	1.085	1.122	1.161	1.193	1.225
2	$37,082	$38,472	$39,896	$41,455	$42,539	$43,624
	1.094	1.135	1.177	1.223	1.255	1.287
3	$38,675	$40,167	$41,760	$43,556	$44,641	$45,726
	1.141	1.185	1.232	1.285	1.317	1.349
4	$40,268	$41,862	$43,624	$45,658	$46,743	$47,827
	1.188	1.235	1.287	1.347	1.379	1.411
5	$41,862	$43,556	$45,488	$47,759	$48,844	$49,929
	1.235	1.285	1.342	1.409	1.441	1.473
6	$43,455	$45,251	$47,353	$49,861	$50,946	$52,030
	1.282	1.335	1.397	1.471	1.503	1.535
7	$45,048	$46,946	$49,217	$51,963	$53,047	$54,132
	1.329	1.385	1.452	1.533	1.565	1.597
8	$46,641	$48,641	$51,081	$54,064	$55,149	$56,233
	1.376	1.435	1.507	1.595	1.627	1.659
9	$48,234	$50,336	$52,946	$56,166	$57,250	$58,335
	1.423	1.485	1.562	1.657	1.689	1.721
10	$49,827	$52,030	$54,810	$58,267	$59,352	$60,437
	1.47	1.535	1.617	1.719	1.751	1.783
11	$51,420	$53,725	$56,674	$60,369	$61,453	$62,538
	1.517	1.585	1.672	1.781	1.813	1.845
12	$53,013	$55,420	$58,538	$62,470	$63,555	$64,640
	1.564	1.635	1.727	1.843	1.875	1.907
13	$54,606	$57,115	$60,403	$64,572	$65,657	$66,741
	1.611	1.685	1.782	1.905	1.937	1.969
14	$56,200	$58,810	$62,267	$66,673	$67,758	$68,843
	1.658	1.735	1.837	1.967	1.999	2.031
17	$57,793	$60,504	$64,131	$68,775	$69,860	$70,944
	1.705	1.785	1.892	2.029	2.061	2.093
23	$59,386	$62,199	$65,996	$70,877	$71,961	$73,046
	1.752	1.835	1.947	2.091	2.123	2.155
26	$60,979	$63,894	$67,860	$72,978	$74,063	$75,147
	1.799	1.885	2.002	2.153	2.185	2.217

4.03 Teacher's Salary Index – 2022-2023

EXP.	CLASS I B	CLASS II B + 15	CLASS III B + 30	CLASS IV M	CLASS V M + 15	CLASS VI M + 30
0	1	1.035	1.067	1.099	1.131	1.163
1	1.047	1.085	1.122	1.161	1.193	1.225
2	1.094	1.135	1.177	1.223	1.255	1.287
3	1.141	1.185	1.232	1.285	1.317	1.349
4	1.188	1.235	1.287	1.347	1.379	1.411
5	1.235	1.285	1.342	1.409	1.441	1.473
6	1.282	1.335	1.397	1.471	1.503	1.535
7	1.329	1.385	1.452	1.533	1.565	1.597
8	1.376	1.435	1.507	1.595	1.627	1.659
9	1.423	1.485	1.562	1.657	1.689	1.721
10	1.47	1.535	1.617	1.719	1.751	1.783
11	1.517	1.585	1.672	1.781	1.813	1.845
12	1.564	1.635	1.727	1.843	1.875	1.907
13	1.611	1.685	1.782	1.905	1.937	1.969
14	1.658	1.735	1.837	1.967	1.999	2.031
17	1.705	1.785	1.892	2.029	2.061	2.093
23	1.752	1.835	1.947	2.091	2.123	2.155
26	1.799	1.885	2.002	2.153	2.185	2.217

4.04 Extra Pay for Supplemental Duties Percentage of Step 1

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

4.041 Position Percentage of Step 1

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

Dept. (K-12) Chairperson (5 or more)	3.00
Dept. (K-12) Chairperson (4 or less)	2.00
NHS Advisor	2.25
Debate Advisor	5.75
Eighth Grade Band Director	2.00
Eighth Grade Choir Director	2.00
Fifth Grade Band Director	1.00
Sixth Grade Band Director	2.00
Seventh Grade Band Director	2.00
Fifth Grade Choir Director	2.00
Sixth Grade Choir Director	2.00
Seventh Grade Choir Director	2.00
Elementary Vocal Music Director	2.00
English Festival Advisor	2.00
Senior High Literary Magazine Advisor	2.00
Power of the Pen Advisor	2.00
Math Competition Team Advisor (i.e., Math 24)	1.50
Ski Club Advisor	2.00
Resident Educator Coordinator	5.00
Mentor Teacher (Years 1 & 2)	3.00
Facilitator (Years 3 & 4)	1.00
LPDC Member	1.00
TESOL	1.00

College Credit Plus	$500 per course taught

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

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

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

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

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

4.05 Definition of Classes on Index

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

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

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

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

4.06 Limitation on Credits

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

4.07 Severance Pay

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

4.071 Eligibility

To receive full severance pay, an employee must:

A. Have been employed for ten years by the Lakeview Schools.

B. Proved acceptance into the retirement system by notification from the retirement system of the employee's retirement.

C. Submit a letter of resignation to the Board of Education.

4.072 Payment

A. Severance pay shall be granted at the final year per diem rate of said retiring individual as follows: for the first five (5) days of unused accrued sick leave or converted personal leave at 100% (5 days), plus 25% of the remaining unused accrued sick leave and converted personal leave of the employee, not to exceed an additional 320 days [eighty (80) days] for a maximum of eighty-five (85) days.

B. Payment shall be made within 60 days of retirement or in excess of 60 days as requested by the retiree.

C. All salaries from which retirement contributions were deducted will be used to determine per diem rate.

D. Severance pay shall be paid only once to those employees retiring from the Lakeview Local Schools who have been employees of the district for at least ten years.

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

4.08 Retirement Incentive Bonus

4.081 Employees who qualify for this Retirement Incentive Plan are eligible to receive a retirement incentive bonus for certified teaching employees. This bonus will be paid in addition to other retirement benefits such as cash payments for unused sick leave and severance pay.

4.082 Employees who are eligible to retire under STRS or a comparable retirement system, shall receive a $2,500 bonus provided the employee submits a letter of retirement by October 1st ($1,500 will be paid by October 15th, $1,000 will be paid at the end of the school year). The bonus will be reduced to $2,000 if the employee submits a letter of retirement between October 2nd and November 1st ($1,000 paid by November 15th, $1,000 will be paid at the end of the school year). The bonus will be reduced to $1,000

for any employee who submits a letter of retirement after November 1st (paid at the end of the school year).

4.083 A limit of 20% of the bargaining unit employees during each year of this contract shall be eligible for this bonus.

4.084 A Retirement Incentive Bonus will be paid to the teacher thirty (30) days after the Treasurer receives a copy of the teacher's first STRS check. Severance pay and retirement bonus will be placed in the mutually agreed upon 403(b).

4.09 Compensation for Additional In-service Days Beyond the 182 Day Contract Days

If there is a need for additional in-service days beyond the 182 contract days, staff members shall be paid at the employee's per diem rate for attendance at the in-service meetings. Any additional in-service shall be held in the last two (2) weeks of August. Only one (1) day may be required.

4.10 Part-time Employees

4.101 Definition

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

4.102 Compensation

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

A. Employees shall be paid for fifteen (15) minutes prior to their first assignment if the employee has at least three (3) assignments and ten (10) minutes if fewer than three (3) assignments.

B. Employees will receive a paid prep period equal to the percentage of the time they are assigned to teach.

C. Kindergarten teachers teaching a half day shall be compensated for one-half (1/2) of the position they fall on the salary schedule.

D. A part-time employee working the same amount of time each day will be paid on the proper step of the salary schedule an equivalent percent of the time they teach compared to a full-time employee's daily time of 445 minutes. Daily compensation shall not exceed that of a full-time employee on the same step of the salary schedule.

E. A part-time employee teaching a different amount of time each day will be paid on the proper step of the salary schedule an equivalent percent of the time they teach compared to a full-time employee's weekly time of 2,225 minutes.

F. A part-time employee whose schedule changes from one nine-week period or semester to the next shall have their contract time based on the total of the four nine weeks or two semesters whichever is applicable.

G. A regular part-time employee shall be represented by the bargaining unit.

4.11 Professional Development Reimbursement

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

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

4.112 All qualifying hours taken after August 31, 1999 shall be included in this agreement. Written verification of the tuition costs incurred and a copy of the grade sheet shall be submitted to the treasurer before September 15th. Payment shall occur within fourteen (14) days of Board approval but no later than October 31st.

4.113 Successful completion of work shall be defined as a "B" or above or a "Pass" in a Pass/Fail course.

4.114 Only accredited professional development necessary for licensure (renewal or upgrade) or leading to an advanced degree will be approved. The employee will notify the Superintendent of the intended coursework. Approval of the coursework must be obtained in advance.

4.115 LTA shall be supplied an accounting of the distribution of tuition reimbursement funds no later than November 1.

4.12 Stipend for National Board Certification

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

ARTICLE V - INSURANCE PROVISIONS

5.01 Medical Insurance

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

As of July 1, 2008, all current bargaining unit members will have one of three (3) choices of hospitalization/major medical/prescription drug plans according to the level of benefits for which they are eligible, expiring at the end of business on December 31, 2022.

Any bargaining unit member hired prior to July 1, 2008 may select the PPO plan of her/his choice, expiring at the end of business on December 31, 2022.

Any bargaining unit member hired after July 1, 2008 may select either the PPO #2 plan or the PPO #3 plan, expiring at the end of business on December 31, 2022.

Effective January 1, 2023, all bargaining members will have one of two (2) choices, either PPO Plan – 2023 (originally identified as PPO450) or HSA Plan – 2016 (originally identified as PPO1500), for hospitalization/major medical/prescription drug plans according to the level of benefits for which they are eligible.

The Board of Education will pay 90% of the rates for hospitalization, major medical, dental, vision care and prescription insurance for regular full-time bargaining unit members, with bargaining unit members contributing 10% of the cost, applicable to employees who are enrolled in a plan with a monthly and/or annual premium.

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

5.02 Life Insurance

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

5.03 Insurance Contracts

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

5.04 Insurance Study Committee

The Parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long-term best interest of the board and its employees. Therefore, there will be established an Insurance Study committee which shall be comprised of a minimum of three (3) members of the LTA selected by the LTA President, three (3) members of the classified organization, and two (2) members of the administration which shall meet at times when the committee deems necessary. A meeting will be held within 30 days of the written request made by either the LTA President, LSSA President or the Administration. This Committee will review the District's present insurance coverages in addition to obtaining available information regarding alternative insurance concepts, products, plans, carriers, etc. All decisions will be made by a majority vote before going to the board for consideration.

5.05 Health Insurance Changes Off-Set

In order to off-set the significant increase in deductible and out-of-pocket maximum expenses effective January 1, 2023, the Board will provide the following to eligible members, which shall automatically expire effective the end of the 2022-2023 Contract year and shall not renew or be included in successor agreements, including rollovers, without written mutual consent of the parties:

5.051 Eligible bargaining unit members who are enrolled in District health insurance as of December 31, 2022, shall receive a premium holiday beginning January 2023 through June 30, 2023 (e.g., eligible bargaining unit members shall not be required to contribute the employee portion of the total cost of the insurance premium for this time period).

5.052 A Health Savings Account (HSA) will be provided with a Board contribution of $500.00 for each member enrolled in the High Deductible Health Plan (HDHP). Eligible bargaining unit members may also elect to contribute to the HSA per applicable IRS regulations.

ARTICLE VI - LEAVES

6.01 Sick Leave

6.011 Accumulation

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

6.012 Immediate Family Defined

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

6.013 Catastrophic Leave Bank

A. When a bargaining unit member has exhausted all of his/her accumulated sick leave and has voluntarily contributed to the Catastrophic Leave Bank, he/she shall be entitled to use sick leave days from the Catastrophic Leave Bank upon suffering a catastrophic illness or injury.

B. Participation in the Catastrophic Leave Bank shall be voluntary. The Catastrophic Leave Bank shall be effective no later than thirty (30) days following the signing of this agreement and shall be governed by the following procedures.

C. Catastrophic illness or injury is defined as a great and sudden calamity, disaster or misfortune which totally incapacitates the bargaining unit employee from returning to his/her assigned position in the school district which creates a financial hardship because the employee has exhausted all eligible leave.

D. Employees in the Catastrophic Leave Bank shall initially contribute one (1) day of sick leave to the Catastrophic Leave Bank. This sick day shall be immediately deducted from the employee's current sick leave balance upon receipt of the acceptance form by the Catastrophic Sick Leave Bank Committee.

Employees, except those whose accumulated sick leave has been depleted, may contribute an additional day each time the Catastrophic Leave Bank contains days numbering fewer than thirty (30) days. There shall be no voluntary contributions of sick leave to the

Catastrophic Leave Bank in addition to those outlined above. Sick leave days shall not be returned to the employees once contributed to the Catastrophic Leave Bank.

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

There shall be no requirement for an employee to replace catastrophic leave days withdrawn from the Catastrophic Leave Bank. Withdrawal shall not be in less than one full day units. All applications for withdrawal shall be in writing, shall be verified by the Committee, and must be approved by unanimous consent of the Committee, and may be submitted on behalf of an employee by another person when necessary because of the incapacity of the employee. All applications submitted will remain confidential to protect the privacy of the applicant.

F. A Catastrophic Leave Bank Committee consisting of four (4) LTA members appointed by the President of the LTA and the Treasurer of the Board of Education. This committee shall approve or disapprove all requests for withdrawal from the Catastrophic Leave Bank within the following limitations:

G. The Catastrophic Leave Bank Committee shall meet with the appropriate Board representatives to establish procedures for the recording, reporting, and accounting of Catastrophic Leave Bank transactions and for other purposes as the Committee or Board representatives deem necessary. The recording, reporting and accounting of days deposited into the bank will be completed by the Treasurer’s Office and verified by the Association’s Committee Chairs.

H. Applications to make a withdrawal from the Catastrophic Leave Bank may be obtained from any building representative.

I. The Catastrophic Leave Bank Committee Chairperson shall be elected by the five (5) committee members at their first meeting and shall serve as Chairperson for a two (2) year term.

J. The Catastrophic Leave Bank Committee shall establish any other procedures necessary for the proper implementation of the Catastrophic Leave Bank.

K. Those making deposits in the Catastrophic Leave Bank and whose contribution is used shall have his/her sick leave accumulation reduced by the number of days deposited.

L. The Committee will provide the necessary information so that the Board can keep accurate records.

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

M. LTA shall indemnify and hold harmless the Board, its members, and its agents from and against any claim or liability that may arise out of, or by reason of, any action taken by the LTA and/or Board for the purpose of complying with this Catastrophic Leave provision.

6.02 Parental Leave

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

6.021 Plan A

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

6.022 Plan B

Employee elects to use accumulated sick leave. Employee can then choose to go on Parental Leave that would continue for at least 182 contract days up to a maximum of 364 contract days per request. Under this plan, the employee would return to duty at the beginning of the first grading period following the expiration of leave.

The employee shall receive no compensation nor paid benefits while on Parental Leave under Plan B, unless using accumulated sick leave as mandated by law; however, the employee has the option of continuing his/her insurance coverage by paying the premium to the Board of

Education. An employee on Parental Leave shall be returned to the position held when such leave commenced, except that if the leave spans more than one year, the Superintendent retains the same right of reassignment that he holds over any other employee.

An employee who desires to extend his/her Parental Leave or who does not intend to return from Parental Leave must notify the Superintendent of his/her intentions no later than May 1st of the current school year.

6.03 Personal Leave

6.031 Definition

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

6.032 Entitlement to Personal Leave

Lakeview teachers shall annually be granted four (4) days unrestricted personal leave with pay. If two days of leave are used during the month of May, a reason must be given for the second day.

No more than two (2) teachers per building, per day may utilize or otherwise take personal leave. Personal leave will be granted on a first come, first serve basis.

In emergency circumstances, the Superintendent may temporarily waive the above-stated restriction, but such waiver shall be limited to circumstances out of the teacher's control, that were not known in advance.

6.033 Intent of Personal Leave

Personal leave is provided for legitimate business, professional, personal or family obligations, and emergencies that an employee encounters. Personal leave should not be used to work on another job for pay. Violations of this may result in disciplinary action including termination.

6.034 Notification for Use of Personal Leave

A form provided by the Administration shall be submitted to the Superintendent for personal leave which shall be made at least one week in advance except in the case of an emergency. (See Appendix 4)

6.035 Attendance Incentive for Unused Personal Days

Teachers shall receive $100 per unused personal day (up to three (3) days) to be paid in the last regular pay of the Contract year, and such unused personal leave day shall also be converted to a sick day for the purpose of severance calculation per Article IV., Section 4.072.

This incentive for unused personal leave days is in addition to payment of severance of converted personal leave days in Article IV., Section 4.072.

6.04 Professional Leave

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

6.041 Entitlement to Professional Leave

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

6.042 Authorization

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

6.043 Expense Reimbursement

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

A. The employee attends at the specific request or direction of the Superintendent.

B. The employee requests permission to attend and in the opinion of the Superintendent, attendance will significantly improve the skill of the employee in the position to which currently assigned.

C. The employee requests permission to attend and, in the opinion of the Superintendent, the knowledge acquired can and will be made available to other employees in similar positions via staff meetings, committee meetings, written reports or other practical means.

6.044 Reimbursement Exclusions

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

A. College or university classes, workshops, etc., for which college credit is given (except as noted in Section 4.11).

B. General teachers' meetings which all teachers are expected to attend, such as L.T.A. meetings, etc.

C. Employee organization meetings whose primary purpose is discussion or action on employee benefits, such as the O.E.A. convention, etc.

D. Meetings of teacher committees within our own or county system which are considered normal teaching duty or assignment.

6.045 Legitimate Reimbursable Expenses

Legitimate reimbursable expenses will include:

A. Transportation from the home school of the employee to and from the location of the meeting at the IRS rate.

B. Lodging at actual and necessary cost if the meeting requires more than one day.

C. Meals at actual and necessary cost.

D. Registration fees and other fees which cover cost of attendance and/or materials and supplies.

6.046 Reimbursable Exclusions

The Board will not reimburse the employee for:

A. Membership in a professional organization, even if it is part of a registration fee, except where membership is required for Lakeview student involvement in class related activities (i.e., music competitions, etc.). The Board shall reimburse such membership at 50% of actual cost.

B. Per diem beyond contract salary.

C. Personal items and services such as laundry, entertainment, etc.

6.047 Request for Reimbursement

The employee shall make application to the Superintendent for reimbursement of expenses of attendance at professional meetings on forms provided, supporting claim, whenever possible, by invoices, statements, or receipts. (See Appendix 6)

6.05 Special Professional Assignment Days

6.051 Definition

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

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

6.052 Reimbursable Expenses

Expenses shall be reimbursable as follows:

A. Transportation at the IRS rate per mile from the home school of the employee to and from the location of the meeting.

B. Lodging at actual and necessary cost if the meeting requires more than one day.

C. Meals at actual and necessary cost.

D. Registration fees and other fees which cover cost of attendance and/or materials or supplies.

6.06 Sabbatical Leave

6.061 Eligibility

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

A. The approval by the Superintendent of a plan for professional growth requiring the sabbatical leave requested submitted by the teacher to the Superintendent at least two months in advance of the beginning of the leave.

B. At the conclusion of the leave, the Superintendent will evaluate the teacher's written analysis of the plan and determine if professional growth has taken place as a result of the sabbatical leave.

C. The teacher will return to the Lakeview School System in a teaching or other professional capacity for at least one year following the sabbatical leave.

6.062 Compensation

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

6.063 Guarantee Return to Service

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

6.07 Association Leave

The President of the Lakeview Teachers Association and a maximum of two official representatives of the Association designated by the President shall be granted a total of six days combined leave to attend the annual conventions of the Ohio Education Association without deductions from the standard professional leave granted all other teachers and employees.

6.08 Assault Leave

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

6.09 Seniority While on Leave

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

6.10 Court Leave

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

6.11 Teachers Subpoenaed

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

ARTICLE VII - NOTIFICATION OF ASSIGNMENT AND POSTING VACANCIES

7.01 Notification of Assignment

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

7.011 Notification Deadline

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

7.012 Mutual Consent

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

7.013 Reasons for Reassignment

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

7.014 Teacher Assignment Request Forms

Request forms for teachers desiring reassignment will be available in each principal's office and are to be completed and returned to the building principal by April 1. (See Appendix 5)

7.02 Vacancies

7.021 Postings and Location

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

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

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

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

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

7.022 Interviews

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

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

7.023 Definitions

A. A vacancy shall be defined as a newly created position or a position previously held by a member of the bargaining unit which the Board determines to fill.

B. Posting of vacancies are not to be confused with reassignment or transfer of staff members from one job to another within the school system.

7.024 Purpose

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

ARTICLE VIII - PAYROLL PRACTICES

8.01 Payment of Salary

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

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

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

8.02 Deductions from Salary

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

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

8.03 Deferred State Retirement Monies

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

8.04 Long Term Substitute Salary

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

ARTICLE IX - SCHOOL CALENDAR

9.01 Calendar Adoption

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

9.02 Building Calendar

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

9.03 Teacher Input

Teachers shall be provided the opportunity of assisting in the preparation of the school calendar. To accomplish this, a meeting will be set before February 1st with the LTA Executive Committee and the Superintendent and Administrators designated by the Superintendent to collaboratively create two potential school calendars for the following school year. Then, all LTA members will be given the opportunity to vote on the final calendar that will then be presented to the Board of Education for its consideration.

9.04 Teacher Early Release Time

Teachers shall be provided a one-half day early release at the conclusion of the fourth grading period for the purpose of record keeping.

9.05 Open House

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

ARTICLE X - EMPLOYEE EVALUATION POLICY

10.01 Philosophy of Evaluation

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

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

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

10.02 Lakeview Evaluation Committee

10.021 The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of making recommendations to ensure the continuation of an effective evaluation process.

10.022 In addition, the Evaluation Committee will assist in the creation and adoption of evaluation language and procedures for non-OTES members.

10.023 No changes shall be made to Board policy unless in consultation with the Committee. Should legislation change, the Committee shall meet to review the changes and recommendations will be brought back to the Superintendent and Union President for consideration.

10.024 All decisions of the committee, as set forth herein, will be achieved by consensus.

10.025 At the initial committee meeting, the committee will develop the guidelines and ground rules by which the committee will operate.

10.026 Members of the committee will receive necessary release time for committee work and training as determined by the committee. Any committee work authorized by the committee and performed outside of the contractual work day will be paid at the hourly per diem rate calculated on the base salary for the school year.

10.027 Committee Composition

A. The committee shall be comprised of three (3) Association members and three (3) members appointed by the Superintendent.

B. Committee members shall be representative of elementary, middle school, and secondary.

10.03 Evaluation Procedure - OTES Employees

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

10.04 Evaluation Procedure - OSCES Employees

School Counselors will be evaluated in accordance with the Ohio School Counselor Evaluation System (OSCES) set forth in Board policy.

10.05 Evaluation Procedure Non - OTES Employees

10.051 The evaluation process shall include the following:

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

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

B. The evaluator must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold one or more of the following certificates: elementary principal, high school principal, administrative specialist, superintendent, assistant superintendent, and/or local superintendent.

C. The initial formal observations shall be preceded by a pre-observation conference between the evaluator and the employee in order for the employee to explain plans, goals and concerns.

D. Observations shall be both formal and informal in nature, with at least one formal observation, of at least 20 minutes or the duration of the lesson, conducted between October 1 and February 15 to support the performance evaluation. Observations shall occur only during the regular school day.

E. A post-observation conference shall be held within two weeks of the formal observation.

F. The evaluation shall cover all aspects of the employee's professional service and shall be conducted openly and with the employee's full knowledge and awareness.

G. By March 1 each employee shall be provided a copy of the evaluation document signed by both evaluator and employee to signify knowledge and notification but not necessarily agreement with the document.

H. The evaluation document and any rebuttal statement (also signed by both evaluator and employee to signify knowledge and notification and not necessarily agreement of the document) will be filed in the employee's employment record. No other evaluation materials shall become part of the employment record, and the employment record will be open to the employee.

10.052 Evaluation Instrument

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

10.053 Identification of Deficiencies

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

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

10.054 Personnel Action Requirements

A. No employee shall be suspended or reduced in compensation without just cause, or denied benefits provided for in this contract, without compliance with applicable provisions of this contract.

B. Employees with three (3) years or fewer of service with the Lakeview Local School District Board of Education working under a limited contract or extended limited contract, upon non-renewal, may request

within ten (10) days of the notice a written statement describing the circumstances which led to the Board's intention to not re-employ. The Board will provide in writing, upon request, a clear and substantive basis for its decision to not re-employ the teacher for the following school year.

C. Employees with the Lakeview Local School District for more than three (3) years under a limited contract or extended limited contract may be non-renewed only for just cause.

D. The provisions of the Ohio Revised Code Section 3319.16 shall apply to continuing contract employees.

10.06 Evaluation Procedure to Supersede the Law

The evaluation procedures governing Non-OTES bargaining unit members shall control, supersede, and negate the evaluation procedures found in the Ohio Revised Code Section 3319.111.

ARTICLE XI - PERSONNEL FILES

11.01 Teacher Personnel Files Shall be Open for Inspection

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

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

A. The Board will notify the teacher of any request by the public to review his/her file.

B. The Board will ask the requesting party to identify themselves and a member of the administration will be present if the requesting party appears in person at the school to review the file.

C. A list or copies of the documents requested will be provided to the teacher.

11.013 No teacher shall be disciplined without just cause. Disciplinary responses shall be commensurate with the teacher’s offense and, where appropriate, be progressive in nature. However, the parties fully recognize that more serious offenses may be dealt with for the first offense by appropriate

disciplinary action up to and including termination, depending upon the nature and severity of the misconduct.

Discipline of a teacher shall take place in the following manner and with the right for the teacher to have an Association representative attend any and all disciplinary conferences:

A. Informal Written Warning. It is expected that many issues can be without just cause, or denied benefits provided for in this contract, without compliance with applicable provisions of this contract.

B. Formal Written Reprimands A conference shall be conducted between administrator and teacher. The teacher shall be notified of the placement of any reprimand in his/her personnel file and have the right to place a rebuttal response to the formal written reprimand. The formal written reprimand shall provide the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action.

C. Suspension with or without pay. Written notice of suspension is conducted with superintendent.

D. Termination by the Board. Termination may be preceded by suspension pending investigation. No teacher shall be terminated without the completion of the due process procedure in compliance with the provisions of ORC 3319.16 and 3319.161.

11.02 Contents of the File

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

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

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

11.024 Expunging Material from the File:

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

11.03 Contrary to Law

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

ARTICLE XII - REDUCTION IN PROFESSIONAL STAFF WORK FORCE

12.01 Non-OTES Employees

12.011 Reasons for Implementing

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

12.012 Attrition

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

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

12.013 Seniority

A. Definition

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

B. Exclusions

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

C. Breaking of Seniority

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

2. An employee shall break his seniority:

   a. upon resignation,

   b. upon discharge for just cause,

   c. upon failure to report from layoff within the designated time period after proper notification has been provided,

   d. upon overstaying a leave of absence unless excused by the Board of Education, or

   e. upon permanent retirement.

D. Ties in Seniority Date

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

12.014 Method of Reduction

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

A. Seniority will be applied as follows:

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

1. Reductions in any area of certification will be made from the bottom of the seniority list for that area of certification. A teacher affected may elect to displace a less senior teacher in another area of certification.

2. The Seniority R.I.F. lists shall be supplied to the teachers by October 15th.

B. Highest Priority is a Continuing Contact

1. If both have continuing contracts, the number of continuous years at Lakeview shall be the determining factor.

2. Next priority is the date hired by the Board.

3. Next priority is the date signed by the classroom teacher.

C. The Next Priority is the Limited Contract

1. If both have limited contracts, the number of continuous years at Lakeview is the determining factor.

2. Next priority is the date hired by the Board.

3. Next priority is the date signed by the classroom teacher.

12.015 Reduction in Force List

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

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

12.016 Recall

A. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.

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

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

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

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

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

12.02 OTES Employees

12.021 Reasons for Implementing

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

12.022 Attrition

To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who die, retire, or resign. Attrition alone may not be sufficient to accomplish necessary reductions. Reduction in force means that reduction which

occurs by reason of suspension of contract. It does not include unfilled vacancies that occur through a natural attrition.

12.023 Seniority

A. Effect of Seniority

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

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

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

B. Exclusions

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

C. Breaking of Seniority

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

2. An employee shall break his/her seniority:

a. upon resignation,

b. upon discharge for just cause,

c. upon failure to report from layoff within the designated time period after proper notification has been provided,

d. upon overstaying a leave of absence unless excused by the Board of Education, or

e. upon permanent retirement.

12.024 Ties in Seniority Date

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

12.025 Method of Reduction

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

A. Contract Status:

1. Limited contract teachers shall be the first reduced in the affected teaching fields (certification/licensure) utilizing the following order:

   a. Comparable evaluations

   b. Seniority, when evaluations are comparable

2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

   a. Comparable evaluations

   b. Seniority, when evaluations are comparable

B. Seniority will be applied as follows:

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

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

1. Reductions in any area of certification will be made, starting with ineffective, from the bottom of the seniority list for that area of certification with comparable evaluations. A teacher affected may elect to displace a less senior teacher in another area of certification based on comparable evaluations as defined herein.

2. The Seniority lists shall be supplied to the teachers by October 15th.

    a. Highest priority is the summative evaluation.

    b. If both have comparable evaluations, the number of continuous years at Lakeview shall be the determining factor.

    c. Next priority is the date hired by the Board.

    d. Next priority is the date signed by the classroom teacher.

12.026 Reduction in Force List

The teacher selected for suspension of contracts shall immediately be placed upon a R.I.F. list compiled from the seniority lists provided for herein.

12.027 Recall

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

B. Teachers on the recall list will be recalled for vacancies in areas for which they are certificated/licensed. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.

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

D. A teacher on the recall list shall, upon acceptance of notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and appropriate placement on the salary schedule based on years of experience/service.

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

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

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

ARTICLE XIII - EMPLOYMENT CONDITIONS

13.01 Parental Complaint

13.011 Community Complaint Procedure

Disciplinary action shall not be taken against a teacher solely on the basis of an oral or written complaint by a parent or students unless said complaint has been investigated by the administration and the teacher's

position has been heard. No anonymous complaint (i.e., phone call, electronic communication, letter) shall result in disciplinary action being taken against a teacher.

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

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

13.012 Procedure

A. Complaints received by Board members or the Superintendent, shall be referred to the principal and the complainants shall be identified.

B. The building principal shall contact the teacher for an explanation of all complaints and identify the complainants.

C. The building principal shall then take action in the following order:

1. Arrangement of conferences between teacher and complainant, if necessary. Appropriate action shall be taken to correct the matter.

2. Referral of the complaint to the Superintendent if the problem is not resolved between the two parties.

D. All parties involved shall be advised by the principal of the disposition of the case.

E. At the request of any teacher, principal, or Superintendent, matters pertaining to the complaint or the disposition thereof shall be reduced to writing, signed by all parties involved, and copies thereof provided all parties. Any such written report may become part of the permanent record of the teacher at the discretion of the administrator. Complaints found to be frivolous shall not be made a part of the personnel file. Board of Education action shall be recorded in the Board minutes.

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

13.02 Curriculum

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

13.03 Elementary Supervision Duties

Recess supervision schedules shall be set up so that each regular education classroom teacher (K-4) shall have an equal number of recess duties weekly. Special education teachers can be used on a "AS NEEDED" basis, but not to exceed the number of days that a regular education teacher is scheduled.

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

13.04 Class Size

13.041 Desirable Class Size

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

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

13.042 Overload Payment K-4

K-2 teachers whose numbers exceed 26 and 3-4 teachers whose numbers exceed 28 in a section or block will receive an overload payment of $100 per semester per student who causes the overload, providing all of the students calculated attended classes at least 20 days during the semester.

13.043 Overload Payment 5-12

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

13.044 Overload Payment Special Education

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

13.045 Claiming Overload Payment

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

13.05 Continuing Contract

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

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

13.06 Grant Program

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

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

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

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

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

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

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

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

13.07 Department Chairpersons

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

13.08 Employees Tuition-Free Education for Their Children

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

13.09 Changing Building Travel Time

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

13.10 Teachers as Substitutes

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

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

13.11 Inclusion

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

13.111 Individualized Education Program (IEP/504 Plan) Team

A. Bargaining unit members whose duties would be impacted by an IEP/504 Plan shall be provided the opportunity to participate in the development of the IEP/5/504 Plan.

B. Any bargaining unit member whose duties are impacted by an IEP/504 Plan are encouraged to participate or initiate Intervention Assistance Team (IAT) meetings as is necessary to promote the best possible IEP/504 Plan and educational placement of the student.

C. Each Special Education Teacher who is responsible for writing a majority of the IEP/504 Plan shall be granted the equivalent of up to two (2) days of release time per school year, with no classroom duties during such release time to participate in the IEP/504 Plan process.

13.112 Training/Staff Development

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

13.113 Waiver Procedures

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

13.114 Support Services

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

13.115 Vacancy/Transfer Procedure for Special Education Employees

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

13.116 Evaluation Rights

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

13.12 Planning Time

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

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

13.13 Lakeview Local Professional Development Committee

13.131 Appointment

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

13.132 Purpose

A. The purpose of the Committee is to review coursework and other professional development activities completed by educators within the Lakeview Local School District and used for the renewal of certificates and licenses, all in accord with the Licensure Standards as set forth in Ohio law.

B. The Committee members shall determine the time, place and frequency of the meetings which will be held during regular school hours.

13.133 Process

A. Upon its initial meeting, the Committee shall adopt reasonable practices and procedures to ensure proper, fair and equitable application of appropriate procedures, criteria, rules and timelines in accordance with the law and Board Policy. The same shall be approved by majority vote of the Committee and reduced to writing.

B. Accurate minutes of all Committee meetings shall be kept and maintained by the Secretary.

C. Actions of the Committee shall be determined by majority vote of the Committee and duly recorded in the minutes of each meeting.

13.134 Release Time

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

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

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

- insurance information and sign-up cards,
- District handbook and discipline procedures,
- pertinent building policies and student handbook,
- the name and telephone number of their Bargaining Unit member mentor, and
- other pertinent payroll information.

13.141 NTD educators are educators who:

A. hold a professional educator license,

B. are in their first year of employment with the district and work 120 days,

C. teach at least two classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license, and

D. are responsible for planning and delivering standards-based PreK-12 curriculum to students and evaluating their progress.

13.142 NTD mentoring program is a one-year mentoring program.

Mentors will meet with the NTD educator at least once a month or more if necessary and document the meetings through the ODE Collaborative Logs. Collaborative logs will be submitted to the Resident Educator Program Coordinator

13.143 Protections

A. At any time, the NTD mentor teacher or the NTD educator may exercise the option to have a new NTD mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the resident educator. This option may be exercised one time by the NTD mentor teacher or NTD educator.

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

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

13.144 NTD mentor compensation will be supplementary pay and mentors will receive 1% of Step 1 to mentor up to 2 NTD educators.

13.145 No release time will be provided to mentors and/or NTD educators.

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

The mentor shall make record of meetings to the resident educator coordinator.

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

13.15 Employment of Retired Teachers

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

13.151 The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not an expectation to continued employment or re-employment when a teacher retires from the Lakeview Local School District. Re-employed teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Re-employed teachers who previously worked in the District are not guaranteed a particular assignment upon re-employment. Re-employed teachers will be assigned to positions that are within their certification/licensure area(s) and at the discretion of the Board.

13.152 A retired "teacher" who is employed or re-employed by the Board will not be eligible for any insurance coverage provided in Article V of this Agreement as a condition of employment, nor are they eligible for opt-out amounts, if any, otherwise payable for such coverage or any other fringe benefits not specifically provided in this Section. The parties agree that such teachers will be required to decline the Board's coverage and/or eligibility for opt-out, if any, upon employment. Teachers must elect to take STRS health, medical, prescription and life insurance benefits. The parties hereto expressly agree that this provision supersedes any inconsistent or contrary State statutes, State Court decisions, law and/or regulation.

13.153 Salary placement for newly hired retired teachers shall commence at the Exp. Level 5 Class 1 Column on the salary schedule. The re-employed teacher shall advance one (1) year on the salary schedule for each year employed following his/her re-employment with the Lakeview Local School District. Subsequent years salaries will be paid at the Class 1 Column. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise changeable in Court or elsewhere and the parties expressly agree and fully intend this provision to supersede and take precedence over the

provisions of Revised Code, Section 3317.13 and any and all other inconsistent or contrary State statues, State Court decisions, law and/or regulations. The Board may require the re-employed teacher to execute a written waiver of his or her prior teacher experience, educational level and acknowledge his/her agreement to accept initial placement at Exp. Level 5 at Class 1 on the salary schedule.

13.154 Seniority for re-employed teachers returning to service with the Board after retirement will return to (0) years and remain at (0) years for the re-employed teacher's entire post-retirement tenure. In the event of a reduction-in-force, the re-employed teacher will not have any of the bumping rights set forth in the negotiated agreement.

13.155 Teachers employed by the Board after retirement shall not be eligible for a continuing Contract and are restricted to one (1) year limited Contract(s) of employment.

13.156 Teachers employed by the Board after retirement will be given one (1) year limited contracts only and such individuals are not subject to the evaluation provisions of the Collective Bargaining Agreement. Re-employed teachers will be awarded one-year Contracts that will automatically expire at the end of the school year, without notice of non-renewal and without compliance with Ohio Revised code, Section 3319.11 and 3319.111. For the purposes of re-employed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.11, 3319.111 and 3319.08, and differs from the rights of other teachers contained in the negotiated agreement.

13.157 Performance evaluations of re-employed teachers will be conducted annually. Such evaluations may be formal or informal assessments at the discretion of the Building Principal. For the purposes of re-employed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement.

13.158 Re-employed teachers may not accrue additional STRS credit as a result of their service following re-employment. Instead, the Board and the re-employed teacher shall make contributions to STRS that will fund a single life annuity with the reserve based on the re-employed teacher's accumulated contributions during his/her period of service as a regular teacher following re-employment. For additional information concerning the annuities, see Ohio Revised Code, Section 3307.35.

13.159 Re-employed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.

13.1510 Re-employed teachers will be eligible to accumulate sick leave. Sick leave shall commence at (0) days for re-employed teachers. Re-employed teachers shall earn 1-1/4 days of sick leave per month for the duration of their re-employment. Re-employed teachers may request an advance of up to ten (10) days of sick leave if necessary. The re-employed teacher must reimburse the Board for advance sick leave which is not earned at the time the re-employed teacher separates his/her employment with the District. The parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.141.

13.1511 Re-employed teachers are eligible for supplementals only at the discretion of the Superintendent.

13.1512 Section 13.15, and such salary and limited Contract will not be grievable under the procedures of this Agreement nor through any claim or action filed before the State Employment Relations Board or any Court of law.

13.1513 The parties expressly agree and fully intend this Section including provisions A through L to supersede and take precedence over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, State laws or regulations and State Court decisions.

13.1514 The Board will post vacancies in accordance with Article VII.

13.16 Security

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

ARTICLE XIV - RESIDENT EDUCATOR PROGRAM

14.01 Participation in the Resident Educator Program

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

- holds a valid resident educator license or alternative resident educator license of any type, or a one-year out of state educator license,

- teaches at least two classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license,

- is responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress, and

- works 120 days as defined by Ohio Revised Code.

14.02 Mentors/Facilitators

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

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

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

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

14.03 Release Time

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

14.04 Resident Educator Program Coordinator

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

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

14.05 Protections

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

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

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

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

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

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

ARTICLE XV – COLLEGE CREDIT PLUS

15.01 College Credit Plus

The College Credit Plus Program is a program in which college-ready students, grades 7 through 12 may enroll in a college/university; and, upon successful completion of the college-level course, receive transcripted credit from the college/university, which is reflected on the student's official college record.

ARTICLE XVI - EFFECTS OF THE AGREEMENT

16.01 Contrary to Law

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

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

16.02 Duplication and Distribution

16.021 Distribution of Agreement

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

16.022 Cost of Preparation of Agreement

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

16.03 No Reprisals

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

16.04 Complete Agreement

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

FOR THE ASSOCIATION

Maggie Shackelford
President/ Lead Negotiator

Nicole Turk
Team Member

Nicholas Faccioto
Team Member

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Book	Policy Manual
Section	3000 Professional Staff
Title	STANDARDS-BASED TEACHER EVALUATION
Code	po3220
Status	Active
Adopted	September 28, 2006
Last Revised	August 10, 2020

3220 - **STANDARDS-BASED TEACHER EVALUATION**

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

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

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

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

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

The Board authorizes the Superintendent to establish and maintain an ongoing LTA Evaluation Committee, with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

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

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

"High-Quality Student Data" – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

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

"Evaluation Cycle" - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

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

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the final teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan for the ensuing school year as follows:

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District and the Lakeview Teachers Association.

F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on an ineffective rating for a specific domain of the evaluation system.

Board Professional Development Plan

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

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels an;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Formal Observation and Classroom Walkthrough Sequence

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty continuous (30) minutes each and periodic classroom walkthroughs each school year. At a minimum, there shall be at least fifteen (15) school days between formal observations.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from the pre-observation conference and other sources selected by the evaluator. A copy of the performance evaluation rubric including the evidence gathered by the evaluator will be given to the teacher.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished

(from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document and share with the teacher evidence to support the final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs.

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) informal observation and post-conference in any year that such teacher is not formally evaluated.

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

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Formal Observation Procedure

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

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

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

Use of High-Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards

B. measures what is intended to be measured

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's evaluation committee.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as Employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning.

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

Retention and Promotion Decisions/Removal of Ineffective Teachers

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

Definitions:

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

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

"Ineffective Teachers" - refers to teachers identified through the evaluation process set forth in this policy as ineffective according to the final evaluation rating of "ineffective" in the standards-based evaluation system.

Removal of Ineffective Teachers

Removal of ineffective teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Lakeview Teachers Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Lakeview Teachers Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

Revised 6/10/13

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Legal

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222

R.C. 3319.223, 3319.226, 3319.26, 3333.0411

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

Sub. 216 (2018), H.B. 362

H.B. 64 (2015)

Lakeview Local Schools Post-Observation Form

Teacher Name:_____Date of Conference: _____ Date of Observation:_____

Indicators:	Ineffective	Developing	Skilled	Accomplished
Focus for Learning				
Assessment Data				
Prior Content/Knowledge/Sequence/Connections				
Knowledge of Students				
Lesson Delivery				
Differentiation				
Resources				
Classroom Environment				
Assessment of Student Learning				
Collaboration and Communication				
Professional Responsibility and Growth				

Specific Performance Expectations and Recommendations:
1.
2.
3.
4.

Recommendation of Remediation Plan by Evaluator: Yes_____ No_____

Remediation Plan (for performance issues documented as Ineffective):
1.
2.
3.
4.

Type of Support: Working solely with Evaluator_____ Working with District Mentor:_____

I have reviewed this post-observation form and discussed it with my evaluator. I understand that in the event of a creation of a Remediation Plan, such plan will be added into my Professional Growth Plan or my Improvement Plan. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher Signature:_____ Evaluator Signature:_____ Date:_____

APPENDIX 2A

LAKEVIEW LOCAL SCHOOLS

Staff Not Qualifying Under OTES
Observation Form

Staff Member _____ Grade/Subject _____

Evaluator _____ Date _____

Observation #1 ☐ #2 ☐ Building Assignment

Observation Comments

Domain 1 – Planning and Preparation:
Domain 2 – The Classroom Environment:
Domain 3 – Instruction:
Domain 4 – Professional and Leadership Responsibilities:

LAKEVIEW LOCAL SCHOOLS

Pre-Evaluation Notice

Staff Member ____ School Year _____
Assignment _____ Building _____
Evaluator _____ Notification Date ____

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

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

Employee's plans and goals:

_____ _____
Staff Member's Signature Evaluator's Signature

Draft of pre-evaluation conference

APPENDIX 2C

LAKEVIEW LOCAL SCHOOL DISTRICT
EVALUATION INSTRUMENT

Staff Member ____ School Year ____

Evaluator ____ Building _____

Date of First Observation ____ From ____ To ____

Date of Second Observation ____ From ____ To ____

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

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

Domain 1: Planning and Preparation	**U**	**B**	**P**	**D**	**N**
1a. Demonstrating Knowledge of Content and Pedagogy	☐	☐	☐	☐	☐
1b. Demonstrating Knowledge of Students	☐	☐	☐	☐	☐
1c. Selecting Instructional Goals	☐	☐	☐	☐	☐
1d. Demonstrating Knowledge of Resources	☐	☐	☐	☐	☐
1e. Designing Coherent Instruction	☐	☐	☐	☐	☐
1f. Assessing Student Learning Through Student-Generated Products	☐	☐	☐	☐	☐

Comment: Expand as needed

Domain 2: The Classroom Environment	**U**	**B**	**P**	**D**	**N**
2a. Creating an Environment of Respect and Rapport	☐	☐	☐	☐	☐
2b. Establishing a Culture for Learning	☐	☐	☐	☐	☐
2c. Managing Classroom Procedures	☐	☐	☐	☐	☐
2d. Managing Student Behavior	☐	☐	☐	☐	☐
2e. Managing Physical Space	☐	☐	☐	☐	☐

Comment: Expand as needed

Domain 3: Instruction	U	B	P	D	N
3a. Communicating Clearly and Accurately	☐	☐	☐	☐	☐
3b. Using Questioning and Discussion Techniques	☐	☐	☐	☐	☐
3c. Engaging Students in the Work	☐	☐	☐	☐	☐
3d. Providing Feedback to Students	☐	☐	☐	☐	☐
3e. Demonstrating Flexibility and Responsiveness	☐	☐	☐	☐	☐

Comment: Expand as needed

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

Comment: Expand as needed

Staff member's comments:

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

APPENDIX 3

Lakeview Local Schools Performance Improvement Plan

Staff Member ____ **Date ____**

Evaluator ____

Additional Participants ____

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

Unsatisfactory Improvement Area to be Addressed

Domain (s) ____ Element (s) ____ Evaluated Level of Performance ____

Improvement Objectives:

Planned Improvement Activities:

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

Target date for initial plan follow-up ____
Staff Member ____ Date ____
Evaluator ____ Date ____

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

APPENDIX 4

LAKEVIEW LOCAL SCHOOLS

REQUEST FOR APPROVAL OF PERSONAL LEAVE

Name of Employee _____ Date _____

Dates Employee was/will be absent _____

Number of School Days Employee was/will be absent _____

I hereby certify that this requested personal leave shall be used in accordance with negotiated agreement as stated above.
(Optional) My reason is stated below: _____

_____

_____
Signature of Employee

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

_____
Signature of Employee

FOR OFFICE USE ONLY:

_____
Principal/Supervisor Signature

Supt. Approved _____ Supt. Not Approved _____

Reason Not Approved _____

PAYROLL: Make Deduction in Pay _____

_____ _____
Date Superintendent Signature

APPENDIX 5

LAKEVIEW LOCAL SCHOOLS

TEACHER ASSIGNMENT REQUEST FORM

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

I request consideration for a change to the _____ building,

_____ grade level and _____

subject.

My reason for the desired change is

_____

_____

_____

_____

Signed _____ Date _____

Return to your building principal by April 1.

APPENDIX 6

LAKEVIEW LOCAL SCHOOLS

REQUEST FOR APPROVAL OF PROFESSIONAL LEAVE

Name of Employee _____Date _____

Dates Employee was/will be absent _____

Number of School Days Employee was/will be absent _____

Name of Event _____

Sponsor of Event _____

Where Held _____

How will attendance benefit employee or school? _____
_____
_____

*DO YOU REQUEST PAYMENT OF EXPENSES BY BOARD OF EDUCATION Yes ___ No___
If so, after taking the leave, fill out the information below on your copy, and return to the Board Office with all bills attached.

Registration $_____Miles @ _____per mile $_____

Meals $_____Miscellaneous:_____ $_____

Lodging $_____ _____ $_____

Local Transport $_____ TOTAL (attach bills) $_____

Signature of Employee_____

FOR OFFICE USE ONLY:

Principal Notified _____

Supt. Approved _____

Supt. Not Approved _____

Reason Not Approved_____

PAYMENT OF EXPENSES BY BOARD OF EDUCATION

Payment Approved _____

Amount $_____

Not Approved _____

Reason Not Approved _____

Superintendent Signature _____ Date _____

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

APPENDIX 7

GRIEVANCE NO. _____

LAKEVIEW TEACHERS ASSOCIATION
and
LAKEVIEW LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

NAME OF GRIEVANT:_____

SCHOOL: _____

ASSIGNMENT:_____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

DATE STEP I DISCUSSION OCCURRED: _____

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

B. RELIEF SOUGHT:

_____
Signature of LTA Representative

_____
Date

APPENDIX 8

LAKEVIEW LOCAL SCHOOLS

APPLICATION FOR USE OF SICK LEAVE

Name _____ Date _____

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

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

_____ 1. Personal illness. Nature of illness _____

_____ 2. Personal injury. Nature of injury _____

_____ 3. Serious illness in immediate family _____

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

_____ 5. Other _____

I swear or affirm that the above statements are true.

Signature of Employee: _____

ADMINISTRATIVE ACTION

Recommended _____ Approved _____

Not Recommended _____ Disapproved _____

_____ _____

Supervisor Appointing Authority

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services Coverage Period: 01/01/2023 - 12/31/2023

Coverage for: Individual + Family | **Plan Type: PPO**

Trumbull County Schools Insurance Benefits Consortium: PPO Plan - 2023

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 331-1067 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$450/person or $900/family for In-Network Providers. $900/person or $1,800/family for Non-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Primary Care. Specialist Visit. Preventive Care. Vision. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$2,500/person or $5,000/family for In-Network Providers. $5,000/person or $10,000/family for Non-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover and Non-Network Transplants.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, BlueCard PPO. See www.anthem.com or call (833) 331-1067 for a list of network providers. Costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider

		for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20/visit deductible does not apply	35% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	$20/visit deductible does not apply	35% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	35% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	15% coinsurance	35% coinsurance	--------none--------
	Imaging (CT/PET scans, MRIs)	15% coinsurance	35% coinsurance	--------none--------
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.cvshealth.com	Tier 1 - Typically Generic	$5 retail and $10 home delivery	Not covered (retail and home delivery)	Prescription Drug coverage is provided by CVS Health. Covers up to 30 day supply retail and 90 day supply home delivery
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	$20 retail and $40 home delivery	Not covered (retail and home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	$35 retail and $70 home delivery	Not covered (retail and home delivery)	
	Tier 4 - Typically Preferred Specialty (brand and generic)	$35 retail and $70 home delivery	Not covered (retail and home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	15% coinsurance	35% coinsurance	--------none--------
	Physician/surgeon fees	15% coinsurance	35% coinsurance	--------none--------
If you need immediate medical attention	Emergency room care	$250/visit then 15% coinsurance deductible does not apply	Covered as In-Network	Copay waived if admitted.
	Emergency medical transportation	15% coinsurance	Covered as In-Network	--------none--------

* For more information about limitations and exceptions, see **plan** or policy document at https://eoc.anthem.com/eocdps/aso.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
	Urgent care	$20/visit deductible does not apply	35% coinsurance	-------none-------
If you have a hospital stay	Facility fee (e.g., hospital room)	15% coinsurance	35% coinsurance	-------none-------
	Physician/surgeon fees	15% coinsurance	35% coinsurance	-------none-------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit $20/visit deductible does not apply Other Outpatient 15% coinsurance	Office Visit 35% coinsurance Other Outpatient 35% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient -------none-------
	Inpatient services	15% coinsurance	35% coinsurance	-------none-------
If you are pregnant	Office visits	0% coinsurance	35% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	15% coinsurance	35% coinsurance	
	Childbirth/delivery facility services	15% coinsurance	35% coinsurance	
If you need help recovering or have other special health needs	Home health care	15% coinsurance	35% coinsurance	180 visits/benefit period.
	Rehabilitation services	15% coinsurance	35% coinsurance	*See Therapy Services section.
	Habilitation services	15% coinsurance	35% coinsurance	
	Skilled nursing care	15% coinsurance	35% coinsurance	180 days/benefit period for skilled nursing services.
	Durable medical equipment	15% coinsurance	35% coinsurance	*See Durable Medical Equipment Section
	Hospice services	15% coinsurance	35% coinsurance	-------none-------
If your child needs dental or eye care	Children's eye exam	$25/visit deductible does not apply	50% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	-------none-------

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Cosmetic surgery
- Dental care (Adult)
- Dental care (Pediatric)
- Dental Check-up
- Glasses for a child
- Hearing aids
- Infertility treatment
- Long-term care
- Routine foot care
- Weight loss programs

* For more information about limitations and exceptions, see **plan** or policy document at https://eoc.anthem.com/eocdps/aso.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric surgery $30,000 maximum/lifetime • Private-duty nursing in a Home Setting only	• Chiropractic care 60 visits/benefit period combined with all other therapies • Routine eye care (Adult)	• Most coverage provided outside the United States. See www.bcbsglobalcore.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? **Yes**
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? **No**
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

*To see examples of how this **plan** might cover costs for a sample medical situation, see the next section.*

* For more information about limitations and exceptions, see **plan** or policy document at https://eoc.anthem.com/eocdps/aso.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$450
Specialist *copayment*	$20
Hospital (facility) *coinsurance*	15%
Other *coinsurance*	15%

This EXAMPLE event includes services like:

Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$450
Copayments	$0
Coinsurance	$1,800
What isn't covered	
Limits or exclusions	$70
The total Peg would pay is	**$2,320**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$450
Specialist *copayment*	$20
Hospital (facility) *coinsurance*	15%
Other *coinsurance*	15%

This EXAMPLE event includes services like:

Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$100
Copayments	$200
Coinsurance	$0
What isn't covered	
Limits or exclusions	$4,300
The total Joe would pay is	**$4,600**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$450
Specialist *copayment*	$20
Hospital (facility) *coinsurance*	15%
Other *coinsurance*	15%

This EXAMPLE event includes services like:

Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$450
Copayments	$300
Coinsurance	$200
What isn't covered	
Limits or exclusions	$10
The total Mia would pay is	**$960**

The plan would be responsible for the other costs of these EXAMPLE covered services.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage Period: 01/01/2023 - 12/31/2023

Coverage for: Individual + Family | **Plan Type: PPO + HSA**

Trumbull County Schools Insurance Benefits Consortium: HSA Plan - 2016

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 331-1067 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$1,500/person or $3,000/family for In-Network Providers. $3,000/person or $6,000/family for Non-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive Care. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$3,000/person or $6,000/family for In-Network Providers. $6,000/person or $12,000/family for Non-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover, and Non-Network Transplants.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, BlueCard PPO. See www.anthem.com or call (833) 331-1067 for a list of network providers. Costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	20% coinsurance	40% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	-------none-------
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	-------none-------
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.cvshealth.com	Tier 1 - Typically Generic	20% coinsurance after deductible retail and home delivery except 50% coinsurance after deductible for Sexual Dysfunction	Not covered (retail and home delivery)	Prescription Drugs are provided by CVS Health. Covers 30 day supply retail and 90 day supply home delivery
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	20% coinsurance after deductible retail and home delivery except 50% coinsurance after deductible for Sexual Dysfunction	Not covered (retail and home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	20% coinsurance after deductible retail and home delivery except 50% coinsurance after deductible for Sexual Dysfunction	Not covered (retail and home delivery)	
	Tier 4 - Typically Preferred Specialty (brand and generic)	20% coinsurance after deductible retail and home delivery except 50% coinsurance after deductible for Sexual Dysfunction	Not covered (retail and home delivery)	

* For more information about limitations and exceptions, see **plan** or policy document at https://eoc.anthem.com/eocdps/aso.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	-------none-------
	Physician/surgeon fees	20% coinsurance	40% coinsurance	-------none-------
If you need immediate medical attention	Emergency room care	20% coinsurance	Covered as In-Network	-------none-------
	Emergency medical transportation	20% coinsurance	Covered as In-Network	-------none-------
	Urgent care	20% coinsurance	40% coinsurance	-------none-------
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	-------none-------
	Physician/surgeon fees	20% coinsurance	40% coinsurance	-------none-------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 20% coinsurance Other Outpatient 20% coinsurance	Office Visit 40% coinsurance Other Outpatient 40% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient -------none-------
	Inpatient services	20% coinsurance	40% coinsurance	-------none-------
If you are pregnant	Office visits	0% coinsurance	40% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	180 visits/benefit period.
	Rehabilitation services	20% coinsurance	40% coinsurance	*See Therapy Services section.
	Habilitation services	20% coinsurance	40% coinsurance	
	Skilled nursing care	20% coinsurance	40% coinsurance	180 days/benefit period for skilled nursing services.
	Durable medical equipment	20% coinsurance	40% coinsurance	*See Durable Medical Equipment Section
	Hospice services	20% coinsurance	40% coinsurance	-------none-------
If your child needs dental or eye care	Children's eye exam	20% coinsurance	40% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	-------none-------

* For more information about limitations and exceptions, see **plan** or policy document at https://eoc.anthem.com/eocdps/aso.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Pediatric)
- Hearing aids
- Routine foot care
- Cosmetic surgery
- Dental Check-up
- Infertility treatment
- Weight loss programs
- Dental care (Adult)
- Glasses for a child
- Long-term care

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery $30,000 maximum/ lifetime
- Private-duty nursing in a Home Setting only
- Chiropractic care 60 visits/benefit period
- Routine eye care (Adult)
- Most coverage provided outside the United States. See www.bcbsglobalcore.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? No

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see plan or policy document at https://eoc.anthem.com/eocdps/aso.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		**Managing Joe's Type 2 Diabetes** (a year of routine in-network care of a well-controlled condition)		**Mia's Simple Fracture** (in-network emergency room visit and follow up care)	
■ **The plan's overall deductible**	**$1,500**	■ **The plan's overall deductible**	**$1,500**	■ **The plan's overall deductible**	**$1,500**
■ **Specialist *coinsurance***	**20%**	■ **Specialist *coinsurance***	**20%**	■ **Specialist *coinsurance***	**20%**
■ **Hospital (facility) *coinsurance***	**20%**	■ **Hospital (facility) *coinsurance***	**20%**	■ **Hospital (facility) *coinsurance***	**20%**
■ **Other *coinsurance***	**20%**	■ **Other *coinsurance***	**20%**	■ **Other *coinsurance***	**20%**
This EXAMPLE event includes services like:		**This EXAMPLE event includes services like:**		**This EXAMPLE event includes services like:**	
Specialist office visits *(prenatal care)*		**Primary care physician** office visits *(including disease education)*		**Emergency room care** *(including medical supplies)*	
Childbirth/Delivery Professional Services		**Diagnostic tests** *(blood work)*		**Diagnostic test** *(x-ray)*	
Childbirth/Delivery Facility Services		**Prescription drugs**		**Durable medical equipment** *(crutches)*	
Diagnostic tests *(ultrasounds and blood work)*		**Durable medical equipment** *(glucose meter)*		**Rehabilitation services** *(physical therapy)*	
Specialist visit *(anesthesia)*					
Total Example Cost	**$12,700**	**Total Example Cost**	**$5,600**	**Total Example Cost**	**$2,800**
In this example, Peg would pay:		**In this example, Joe would pay:**		**In this example, Mia would pay:**	
Cost Sharing		***Cost Sharing***		***Cost Sharing***	
Deductibles	$1,500	Deductibles	$1,100	Deductibles	$1,500
Copayments	$0	Copayments	$0	Copayments	$0
Coinsurance	$1,500	Coinsurance	$0	Coinsurance	$300
What isn't covered		*What isn't covered*		*What isn't covered*	
Limits or exclusions	$70	Limits or exclusions	$4,300	Limits or exclusions	$10
The total Peg would pay is	**$3,070**	**The total Joe would pay is**	**$5,400**	**The total Mia would pay is**	**$1,810**

The plan would be responsible for the other costs of these EXAMPLE covered services.

INDEX

Accumulation of Sick Leave 42, 46
Agreement and Negotiation 6
Application for Use of Sick Leave Form 78
Assault Leave 29
Assignment 4, 17, 26, 27, 29, 30, 33, 51, 55, 69, 75
Association Leave 28
Association Rights 3
Attrition 39, 42
Breaking of Seniority 3
Building Calendar 33
Calendar Adoption 33
Catastrophic Leave Bank 21
Changing Building Travel Time 50
Class Size 48
Class Size-Desirable Class Size 48
College Credit Plus 59
Comparable Evaluations 43, 44, 45, 46
Compensation 10
Compensation for Additional In-service Days Beyond the 182 Day Contract Days 17
Complete Agreement 60
Continuing Contract 35, 37, 41, 44, 46, 49, 56
Contrary to Law 39, 59
Costs-Mediation and Other Costs 7
Court Leave 29
Curriculum 48
Deductions 32
Deductions from Salary 32
Deferred State Retirement Monies 32
Definition of Bargaining Unit 1
Definition of Bargaining Unit-Exclusions 1
Definition of Bargaining Unit-Inclusions 1
Definition of Classes on Index 15
Definitions-Board 2
Definitions-Day 2
Definitions-Employee 2
Definitions-Immediate Supervisor 2
Definitions-LTA 2
Definitions-Regular Full-Time Employee 2
Definitions-Regular Part-Time Employee 2
Definitions-Resident Educator Program 3
Definitions-Superintendent 2
Definitions-Workday 2
Department Chairpersons 50
Disagreement - Negotiations Procedure 7
Duplication and Distribution 60
Early Release TIme 33

Effects of the Agreement....59
Effects of the Agreement-Contrary to Law....59
Elementary Supervision Duties....48
Employee Evaluation Policy....34
Employees Tuition-Free Education for Their Children....50
Employment of Retired Teachers....55
Evaluation Committee....34
Evaluation Committee Composition....34
Evaluation Instrument Form....71
Evaluation Procedure Non-OTES Employees....35
Evaluation Procedure OTES Employees....35
Evaluation Procedure-Evaluation Instrument....36
Evaluation Procedure-Evaluation Procedure to Supersede the Law....37
Evaluation Procedure-Identification of Deficiencies....36
Evaluation Procedure-OSCES Employees....35
Evaluation Procedure-Personnel Action Requirements....36
Evaluation Rights-IEP/504 Plan....52
Exchange of Information....6
Exclusions....1, 3, 26, 39, 43
Extended Time....14
Extended Time Positions....14
Extra Pay for Extended Time Positions....14
Extra Pay for Supplemental Duties-Athletic....13
Extra Pay for Supplemental Duties- XE "Supplemental Duties" Non-Athletic....13
Formal Grievance Procedure....9
Formal Grievance Procedure Step 1....9
Formal Grievance Procedure Step 2....9
Formal Grievance Procedure Step 3....9
Formal Grievance Procedure Step 4....9
Grant Program....49
Grievance Form....77
Grievance Procedure....7
Grievance Procedure-Definition of Grievance....7
Grievance Procedure-General Provisions....8
Grievance Procedure-Informal Grievance Procedure....8
Health Insurance Changes Off-Set....20
Hourly Rate....14
HSA Plan-2016....19
Identification of Deficiencies....36
IEP Plan....51
Immediate Family....21
Immediate Supervisor....2
Inclusion....50
Insurance Contracts....20
Insurance Provisions....19
Insurance Study Committee....20
Insurance-Health Insurance Changes Off-Set....20
Insurance-Life....20
Insurance-Medical....19
In-term Bargaining....7

Interviews....31
Introduction 1
Leaves....21
Life Insurance....20
Limitation on Credits....15
Limited Contract....41
Local Professional Development Committee....52
Long Term Substitute Salary....33
Management Rights.... 5
Medical Insurance....19
Mentor Program for Teachers New to the District (NTD)....53
Mentoring....54
Negotiation Committees.... 5
Negotiation Notice and Schedule.... 6
Negotiations Agenda.... 6
Negotiations Procedure.... 5
No Reprisals....60
Non-Discrimination.... 5
Notification of Assignment....29
Notification of Assignment XE "Assignment" and Posting Vacancies....29
Notification of Assignment-Mutual Consent....30
Notification of Assignment-Notification Deadline....30
Notification of Assignment-Reasons for Reassignment....30
Notification of Assignment-Teacher Assignment Request Forms....30, 75
NTD Educators....53
Observation Form-Staff Not Qualifying Under OTES....69
Open House....33
Overload Payment Claiming....49
Overload Payment K-4....48
Overload Payment Special Ed....49
Overload Payment-5-12....48
Parental Complaint....46, 47
Parental Complaint-Community Complaint Procedure....46
Parental Complaint-Complaint Procedure....47
Parental Leave....23
Parental Leave-Plan A....23
Parental Leave-Plan B....23
Part-time Employees....17
Part-Time Employees-Compensation....17
Part-Time Employees-Definition....17
Payment of Salary....31
Payroll Practices....31
Performance Improvement Plan Form....73
Personal Leave....24
Personal Leave Form....74
Personal Leave-Attendance Incentive for Unused....25
Personal Leave-Definition....24
Personal Leave-Entitlement to....24
Personal Leave-Intent....24
Personal Leave-Notification for Use of....24

Personnel File-Contrary to Law....39
Personnel File-Expunging Materials....38
Personnel Files....37
Personnel Files-Contents of....38
Personnel Files-Files Open to the Public....37
Personnel Files-Teacher Personnel Files Open for Inspection....37
Philosophy of Evaluation....34
Planning Time....52
Post Observation Form....68
PPO Plan-2023....19
Pre-Evaluation Notice-Form....70
Professional Development Committee....52
Professional Development Reimbursement....18
Professional Leave....25
Professional Leave Form....76
Professional Leave-Entitlement To....25
Professional Leave-Expense Reimbursement....25
Professional Leave-Reimbursable Exclusions....26
Professional Leave-Reimbursable Expenses....26
Professional Leave-Reimbursement Exclusions....26
Professional Leave-Request Authorization....25
Professional Leave-Request for Reimbursement....27
Protections-Mentoring Program....54
Reassignment....30
Recognition....1
Reduction in Force....39, 41, 42, 43, 45, 46
Reduction in Professional Staff Work Force....39
Release Time....33, 34, 51, 53, 54, 58
Reporting....6
Request for Approval of Personal Leave Form....74
Request for Approval of Professional Leave Form....76
Resident Educator Program....3, 53, 58
Resident Educator Program-Coordinator....58
Resident Educator Program-Mentors/Facilitators....58
Resident Educator Program-Participation....57
Resident Educator Program-Release Time....58
Retired....10, 19, 50, 55
Retirement Incentive Bonus....16
Retured....55
RIF-Non-OTES Employees - Reasons for Implementing....39
RIF-Non-OTES Employees-Attrition....39
RIF-Non-OTES-Limited Contract....41
RIF-Non-OTES-Method of Reduction....40
RIF-Non-OTES-Recall....41
RIF-Non-OTES-RIF-Applying Seniority....40
RIF-Non-OTES-RIF-Continuing Contracts....41
RIF-Non-OTES-RIF-List....41
RIF-Non-OTES-Seniority-Breaking of Seniority....40
RIF-Non-OTES-Seniority-Definition....39
RIF-Non-OTES-Seniority-Exclusions....39

RIF-Non-OTES-Seniority-Ties in Seniority Date....40
RIF-OTES-Attrition....42
RIF-OTES-Breaking of Seniority....43
RIF-OTES-Effect of Seniority....43
RIF-OTES-Exclusions....43
RIF-OTES-Method of Reduction....44
RIF-OTES-Method of Reduction-Contract Status....44
RIF-OTES-Method of Reduction-Seniority....45
RIF-OTES-Reasons for Implementing....42
RIF-OTES-Recall....45
RIF-OTES-Seniority....43
RIF-OTES-Ties in Seniority....44
Rights of the Grievant and the Association....8
Sabbatical Leave....28
Sabbatical Leave-Compensation....28
Sabbatical Leave-Eligibility....28
Sabbatical Leave-Guarantee Return to Service....28
Salary Schedule-2022-2023....10
Same Seniority Date....40
School Calendar....33
Security....57
Seniority....2, 3, 29, 39, 40, 41, 42, 43, 44, 45, 46, 56
Seniority While on Leave....29
Seniority-Breaking of....3
Seniority-Exclusions....3
Severance Pay....15
Severance Pay-Eligibility....15
Severance Pay-Payment....15
Sick Leave....21
Sick Leave-Accumulation....21
Sick Leave-Immediate Family Defined....21
Special Professional Assignment Days....27
Special Professional Assignment Days-Definition....27
Special Professional Assignment Days-Reimbursable Expenses....27
Staff Not Qualifying Under OTES-Observation Form....69
Standards-Based Teacher Evaluation....62
Statement of Recognition....1
Stipend for National Board Certification....19
Subject of Negotiations....6
Substitutes....33, 50
Supplemental Duties....13
Supplemental Duties-Hourly Rate....14
Support Services....51
Suspension....14, 38, 39, 41, 42, 43, 45
Teacher Disciplined....38
Teacher Disciplined-Formal Written Reprimands....38
Teacher Disciplined-Informal Written Warning....38
Teacher Disciplined-Suspension....38
Teacher Disciplined-Termination....38
Teacher Early Release Time....33

Teacher Input....33
Teachers as Substitutes....50
Teacher's Salary Index-2022-2023....12
Teacher's Salary Schedule 2022-2023....11
Teachers Subpoenaed....29
Termination....24, 38
Ties in Seniority Date....44
Training/Staff Development....51
Travel TIme....50
Trumbull Co. Schools Ins. Benefits Consortium
HSA Plan - 2016.... 84
PPO Plan - 2023.... 79
Vacancies....30
Vacancies-Definitions....31
Vacancies-Interviews....31
Vacancies-Posting and Location....30
Vacancies-Purpose of Postings....31
Vacancy/Transfer Procedure for Special Education Employees....51
Waiver Procedures....51