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AGREEMENT

Between

LEETONIA EXEMPTED VILLAGE SCHOOL
DISTRICT BOARD OF EDUCATION

and

LEETONIA EDUCATION ASSOCIATION

August 1, 2025 – July 31, 2028

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	3
ARTICLE II - CONTRACT NEGOTIATING PROCESS AND PROCEDURES	3
ARTICLE III - GRIEVANCE PROCEDURE	5
ARTICLE IV - ASSOCIATION RIGHTS	8
ARTICLE V - MANAGEMENT RIGHTS	10
ARTICLE VI - TERMS AND CONDITIONS OF EMPLOYMENT	10
ARTICLE VII - LEAVES	24
ARTICLE VIII - BENEFITS	30
ARTICLE IX - COMPENSATION	34
ARTICLE X - JOB SECURITY	43
ARTICLE XI - SEVERABILITY PROVISION	66
ARTICLE XII - ACCEPTABLE USE POLICY	67
ARTICLE XIII - EFFECTS OF THE AGREEMENT	68
APPENDIX A-1 - 2025-2026 SALARY SCHEDULE	71
APPENDIX A-2 - 2026-2027 SALARY SCHEDULE	72
APPENDIX A-3 - 2027-2028 SALARY SCHEDULE	73
APPENDIX B-1 - 2025-2026 SUPPLEMENTAL SALARY SCHEDULE	73
APPENDIX B-2 - 2026-2027 SUPPLEMENTAL SALARY SCHEDULE	76
APPENDIX B-3 - 2027-2028 SUPPLEMENTAL SALARY SCHEDULE	79
APPENDIX C - GRIEVANCE FORM	82
APPENDIX D - HEALTH INSURANCE PROVISIONS	84
APPENDIX E - HEALTH REIMBURSEMENT ACCOUNT LEVELS	85
APPENDIX F - ASSAULT LEAVE FORM	86
APPENDIX G - WRITTEN STATEMENT OF ASSAULT	87

OTES SELF-ASSESSMENT 88-89

OTES EVALUATION RUBRIC

OTES PROFESSIONAL GROWTH

OTES IMPROVEMENT PLAN

OTES POST-OBSERVATION CONFERENCE

OTES WALKTHROUGH/INFORMAL OBSERVATION

OTES FINAL SUMMATIVE RATING

OSCES SELF-ASSESSMENT

OSCES EVALUATION RUBRIC

OSCES PROFESSIONAL GROWTH

OSCES IMPROVEMENT PLAN

OSCES POST-OBSERVATION CONFERENCE

OSCES INFORMAL OBSERVATION

OSCES FINAL SUMMATIVE RATING

SLP PERFORMANCE EVALUATION

SLP PRE-CONFERENCE PLANNING TEMPLATE

SLP SELF-ASSESSMENT

SLP EVALUATION RUBRIC

SCHOOL NURSE EVALUATION

ARTICLE I - RECOGNITION

A. The Leetonia Exempted Village School District Board of Education, hereinafter called the "Board", hereby recognizes the Leetonia Education Association, and OEA/NEA affiliate, hereinafter called the "Union"/"Association" as the sole and exclusive representative for the purpose of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code (O.R.C.).

B. The bargaining unit shall include all certified employees, employed or to be employed except, casual day-to-day substitutes, supervisors as defined in ORC 4117.01(F) and Management level personnel as defined in ORC 4117.01(K). By the way of example, only bargaining unit members would include K-12, special, vocational, guidance counselors, librarians, nurses, and head teachers.

C. Hereinafter, employee(s) in the defined unit will be referred to as employee or Bargaining Unit Member (s). All Bargaining Unit Member(s) are described herein are entitled to all rights, benefits, and privileges of this contract unless otherwise specified.

D. There shall be no outsourcing of positions in guidance, nursing, librarian, educational specialist teachers, classroom K-12 teachers, vocational teachers, special education teachers or other positions requiring certification/licensure, unless otherwise stated within this agreement.

ARTICLE II - CONTRACT NEGOTIATING PROCESS AND PROCEDURES

A. Directing Requests

Requests for negotiations shall be made by either the Association or the Board by notifying the other party in writing of the intent to bargain. The notice to negotiate may be filed any time after February 01 of the year in which the current contract expires.

1. At the first meeting, each party will exchange their respective written proposals. After the first meeting, neither party shall be allowed to add new proposals without the consent of the other party.

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

3. The scope of negotiations shall be those as defined in ORC 4117.08(a), which states: all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative except as otherwise specified in this section.

B. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time for caucus.

C. Progress Report

The parties agree that during the period of negotiations, and prior to the impasse procedure, information shall be released to the press only by head negotiators, in concert, and initiated by both.

D. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

E. Reaching Agreement

As a tentative agreement is reached on each issue, it shall be noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed total agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. The Association shall take action on the tentative agreement within fifteen (15) days, and the Board shall take action on the tentative agreement within fifteen (15) days after approval by the Association. When approved by both parties, the Agreement shall be signed by the Presidents of the Board and the Association and shall be binding on both parties.

F. Signed Copies

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

G. Impasse

1. In the event that an agreement has not been developed by the 30th day of the negotiations period, either party may request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the requisite authority to call meetings between the parties.

2. In the event that the parties are unable to conclude an agreement within twenty (20) days after the federal mediator has entered in the negotiating process, the Association has the right to proceed in accordance with O.R.C. 4117.14(D)(2).

H. In-Term Bargaining

If during the life of the contract, bargaining is necessary due to impact, severability, or a

specified reopener provision in the contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.

ARTICLE III - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

B. Definitions

"Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation or misapplication of the language in this contract.

1. "Class action grievance" shall be a grievance that affects more than one (1) employee in the bargaining unit.

2. "Grievant" shall mean the Union or employee(s) initiating a grievance.

3. "Appropriate Supervisor", for the purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

4. "Days" shall mean days when school is in session or calendar days (excluding Saturday, Sunday and Holidays) during time when school is in summer recess. When the immediate supervisor is absent during the summer break, the time lines shall be automatically extended to the date of return.

C. Rights of the Grievant and the Association

1. The Grievant has the right to Union representation at all meetings and hearings involving the grievance.

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

3. Grievance forms shall be exhibited in the appendix of this contract and it shall be the exclusive right of the Union to issue forms to grievant.

4. The Union shall have the exclusive right to determine whether to proceed to the arbitration steps of the procedure.

5. The Association shall receive copies of all communications in the processing of grievances from each party, the grievant and the Board.

D. Time Limits

1. The number of days indicated at each step of the procedure shall be the maximum and may be extended only by written mutual agreement of the parties.

2. A grievance shall be filed within fifteen (15) days of the grievant awareness of the action on which the grievance is based.

3. Failure of the grievant to comply with the time lines shall be cause for the grievance to be dismissed.

4. Failure of the employer to comply with the time lines shall permit the grievance to proceed to the next step.

E. Grievance Procedure

1. Informal Step:

i. When an employee becomes aware of an act on which a grievance is to be based, the employee and the Union representative shall discuss the grievance with the employee's immediate supervisor. The supervisor and the employee will both sign and date the informal step of the grievance form. (See Appendix C).

ii. Within ten (10) days of the conclusion of the informal hearing, the grievant may file a written grievance as Step One, if he/she is not satisfied with the outcome of the informal hearing.

2. Step One:

i. The immediate supervisor shall arrange and hold a hearing within five (5) days of receipt of the grievance. The union, grievant, and employer may present evidence to sustain their positions.

ii. Within five (5) days of the conclusion of the hearing, the immediate supervisor shall forward his/her written response to the union and grievant.

iii. If the union and grievant are not satisfied with the immediate supervisor's response, the union may file a written form to proceed to Step Two within ten (10) days.

3. Step Two:

i. Within ten (10) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner for the same purpose as set forth in Step One.
ii. Within five (5) days after the hearing, the Superintendent or his/her designee shall provide a written response to the union and grievant.

4. Step Three:

Within ten (10) days of receipt of the Step Two response, or if the Step Two supervisor fails to file a timely response, the union shall notify the employer of its intent to proceed to arbitration.

F. Selection of the Arbitrator

The Arbitrator shall be selected from a list supplied by the American Arbitration Association.

All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

G. Authority of the Arbitrator

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

2. The Arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the Arbitrator shall be final and binding on the employer, the grievant, and the union.

H. Cost of Arbitration

The costs for the Arbitrator and the hearing room shall be shared equally by the employer and the union.

I. Miscellaneous

1. All communications regarding grievances shall be reduced to writing and hand delivered or mailed by certified mail, return receipt requested. The employer shall provide the union with copies of all communications.

2. Constructive receipt by the employer shall be construed to be the delivery date to the immediate supervisor's office.

3. Constructive receipt by the union shall be construed to be the delivery date to the designated office of the union.

4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

5. Prior to arbitration, the grievant and up to two association representatives shall be permitted to attend a grievance meeting with no loss of pay or benefits. At arbitration, all parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

6. No reprisals or recriminations shall be taken against any employee who files or takes part in grievance.

7. A grievance may be withdrawn by the union at any time without prejudice.

ARTICLE IV - ASSOCIATION RIGHTS

A. The Association shall have the exclusive organizational rights listed in this Article, not excluding or negating other rights detailed elsewhere in this agreement.

B. The President of the Association shall receive the following information:

1. Notification of any and all Board meetings no later than twenty-four (24) hours prior to the meeting.

2. The agenda of all Board meetings, at the same time and form that is given to the new media.

3. The minutes and attachments of all meetings within ten (10) days after they have been approved by the Board.

4. Upon submission to the Board, the Treasurer's June Report showing actual receipts and expenditures.

C. Board of Education Policy Manual

The Board shall provide to the Association a copy of the Board of Education Policy Manual. One (1) copy of all new or revised policies or administrative guidelines shall be given to the Association. The Association shall be responsible for the maintenance of such manuals.

D. Use of Bulletin Boards

The Association shall have the right to use school bulletin boards located within the Teacher's break rooms and office.

E. Use of School Buildings

1. The Association shall have the right to use school buildings or other facilities for Association meetings at no cost providing no additional costs are incurred by the Board. The Association will give the Building Principal reasonable advance notice of its desire to use a particular building or facility for a meeting so that provisions may be made for appropriate custodial or security service. The Association shall provide their own paper and other disposable supplies.

2. The Association will schedule its meeting(s) to avoid conflicts with previously scheduled meetings or events.

F. Use of School Facilities

The Association may have reasonable use of school equipment provided they are not being used for any school business or activity. The association shall reimburse the Board for any and all costs incurred in or by such use.

G. Association Announcements

An Association representative shall have the opportunity to announce membership meetings and matters under consideration at regularly scheduled faculty meetings.

H. Fair Share Fees

Based on the Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. (2018), and will not be implemented, but is preserved should the law change in future years.

1. The Board shall deduct from the pay of Members of the Bargaining Unit who elect not to become or to remain members of the LEA/OEA/NEA, a fair share fee for the Association's representation of such non-members during the terms of this contract. Notice of the amount of the annual fair share fees, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such fair share fees shall begin at the second payroll period in November except that no fair share fee deductions shall be made for Bargaining Unit Members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed Bargaining Unit Members.

2. The Treasurer of the Board shall, upon notification from the Association that member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The Board further agrees to accompany each such transmittal with a list of the names of the Bargaining Unit Members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each. Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association. The Association on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that: The Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed:

i. The Association shall reserve the right to designate counsel to represent and defend the employer;

ii. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

iii. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE V - MANAGEMENT RIGHTS

Subject to and in accordance to the provisions of this agreement, the Board has the following rights:

A. To determine matters of inherent managerial policy which includes, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. To hire all employees and, subject to the provisions of law and the provisions of this agreement, to determine their qualifications and their dismissal or demotion, and to promote, and transfer all such employees;

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy; the selection of textbooks and other teaching materials; and the utilization of teaching aides of all kinds.

E. To determine adequacy of the workforce, class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.

F. Recognizing that providing a high-quality education for the children of the Leetonia Exempted Village School District is the primary purpose of this School District and that good morale within the staff is necessary for the best education of the children, the parties agree that:

1. The Board of Education, under law, has the final responsibility for establishing its policies.

2. The Superintendent and his/her staff have the responsibility of carrying out said policies.

ARTICLE VI - TERMS AND CONDITIONS OF EMPLOYMENT

A. Personnel Record Files

1. There will be an established and maintained official personnel record file on bargaining unit members. This file will be maintained in the central office.

2. The local Professional Development Committee shall establish and maintain a record file maintaining a record of the course work and approved professional development activities of each certified employee. The file shall contain the request and committee action (approval/disapproval) of all requests for local approval of CEU's (Continuing Education Units) which shall be based upon a formula of .10 CEU for each one (1) hour of contact time involved in the requested activity. Verification of that contact time shall be required.

3. A bargaining unit member shall have the opportunity to read all material with the exception of employment references before it is placed in his/her personnel file. A bargaining unit member's signature shall acknowledge that he/she has read the material. The signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the employee.

4. He/She shall also have the opportunity to reply to all material in a written statement to be attached to the filed copy. Such reply must be provided within twenty (20) days of the bargaining unit member's knowledge of the placement of such material in the personnel file
.
5. All information included in the personnel file shall be accurate. If a bargaining unit member discovers something which he or she deems to be inaccurate, it is the responsibility of that member to provide information for the correction and such correction will be made.

6. The employees shall be informed of any complaint by a parent and/or student which is directed toward them and may become a matter of record. The complaint shall not be more than fifteen (15) days old. If the employee, administration or complainant desires, there shall be a meeting between the complainant, employee and administration to address concerns before any notation is made in the file.

7. Anonymous letters or materials shall not be placed in the employee's file nor shall they be made a matter of record.

8. Each employee shall have the right, upon request, to review the contents of his/her personnel file. A representative of the association may, at the employee's request, accompany the said member in such a review.

9. Written reprimands and/or critical letters or items of a disciplinary nature shall be removed from the (unit member) employee's file providing that four (4) years have elapsed from the date of the document, unless disciplinary documentation of similar nature has been placed in the personnel file during that time period.

10. Upon the request of the employee, said employee shall be entitled to a photocopy, at employee's cost, of the contents of his/her personnel file except employment references which are labeled confidential.

B. <u>Length of Work Day</u>

1. The work day for teachers shall not exceed seven (7) hours and fifteen (15) minutes.

2. The work day shall occur between the hours of 7:00 A.M. and 4:00 P.M. However, the Administration may call faculty meetings that go up to sixty (60) minutes beyond the normal work day.

3. The aggregate time for required faculty meetings shall not exceed two hundred forty (240) minutes per semester. The principal shall give at least five working days' notice of each required teacher's meeting.

C. Department and Faculty Meetings

By October 1 for the first semester and February 1 for the second semester, the Principal will distribute to each teacher a semester schedule of all regular faculty and department meetings. This schedule will list the dates and times of such meetings.

D. Teacher Assignment

All bargaining unit members will be sent their proposed assignments for the ensuing school year relative to subject and/or grade level by August 1st. However, all attempts will be made to have the assignment by June 1.

E. Planning Period

Each full-time employee in grades K-12 shall have one (1) uninterrupted planning period each day, the length of which shall be at least equal to a regularly-scheduled class period (not an extended class period). All part-time employees shall receive planning time equivalent to the percentage of full time they are contracted to work. All planning time referred to in this section shall be scheduled during the student day. Planning time may be used for IEP meetings up to (five) 5 times per year and for evaluation pre-conferences and post-conferences.

F. Vacancies

1. Vacancies – Within the final week prior to the start of school. Vacancies in the certificated/licensed staff which occur during the five (5) work days immediately prior to the beginning of the school year shall be filled by the Superintendent. The following process will be observed:

    i. An existing part-time certificated/licensed employee of the District will be permitted first opportunity to apply for the vacant full-time position via voluntary transfer. Proper certification, as established by the Superintendent, will be required. The transfer will officially occur at the expiration of the posting.

    ii. If no part-time employee exists, the position will be filled for the school year with the best available candidate who is not under a regular employment contract with the District.

The posting of such vacancies shall be made at the time such vacancies may occur and the determination made as to assignment of the position in accord with all applicable sections of the master agreement. The effective date of the transfer shall be held abeyance until the start of the next school year.

The employee's contract rights as to seniority and super-seniority as utilized involuntary and/or involuntary transfer shall be fully observed as provided in Articles VI(F), VI(F)(3), and VI(G) of the master agreement between the Leetonia Education Association and the Leetonia Board of Education.

2. Definition

A vacancy shall be any position in the bargaining unit resulting from:

i. An employee leaving employment as a result of a termination, non-renewal, retirement, resignation or death.

ii. An employee's transfer to another bargaining unit position.

iii. An employee assuming a non-bargaining unit position.

iv. An employee's leave of absence for more than sixty (60) working days, and it is not specifically provided for in the contract that the employee retains the right to return to the same position.

v. The creation of a new bargaining unit position.

vi. A change in a bargaining unit position from less than full time to full time.

vii. An increase in the percentage of part time employment does not constitute vacancy.

viii. The administration reserves the right to not fill or post a vacancy as defined above.

3. Posting of a Vacancy Notice

i. The vacancy notice shall be posted within ten (10) work days of the decision to fill the vacancy.

ii. The posting timeline may be shortened upon mutual agreement of the Superintendent and LEA in writing.

iii. The vacancy notice shall be posted openly on all employee bulletin boards and a copy sent to the union president. Vacancy notices will be mailed to all employees during the summer.

iv. The vacancy notice shall include the position title; entry level qualifications; certification/license; title of immediate supervisor; job description; location where work is to be performed; date of initial posting, and the last date to apply for the position.

v. The posting period shall be for five (5) workdays.

vi. No vacancy may be filled on a temporary basis for more than thirty (30) work days if a bargaining unit member holding the proper certification has made an application.

vii. The vacancy shall be filled no later than ten (10) work days following the close of the posting period.

4. Criminal Records Check

The Board may employ certain individuals prior to receipt of a Criminal Records Investigation Report, as required by the Ohio Revised Code. The Board may discharge any employee who is employed prior to receipt of the Criminal Records Check, if the subsequent Criminal Records Check contains a report of any of the offenses outlined in Ohio Revised Code which prohibit, by law, the Board from employing the individual. The Board must inform each applicant at the time of their initial application that a criminal records check will be required should they eventually come under final consideration. The employee candidate shall pay for all criminal record's checks.

If any discharge of a teacher must occur at any time due to confirmation by Criminal Records Check of criminal conviction or guilty plea regarding those crimes which preclude hiring or continued employment by a Board of Education in Ohio, the mandates of ORC3319.16 (Termination) shall not be required. The employee is entitled to all provisions of due process and just cause contained in this Agreement.

G. Transfer

1. A transfer is a change in assignment by an employee from one bargaining unit position to another.

2. Bargaining Unit Members shall have ten (10) days from receipt of notification of vacancies to apply for positions posted.

3. A voluntary transfer shall be defined as a teacher requested position change to posted vacancy.

4. An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial.

5. Involuntary Transfer

i. When a reduction in the number of teachers in a school is necessary, or when the involuntary transfers between schools are necessary, or when involuntary transfers related to grade level assignments and/or subject assignments within a building are necessary, all volunteers shall be first considered for transfer consistent with their areas of certification.

ii. A list of open positions in the district will be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred.

iii. A teacher being transferred or reassigned will be placed only in an equivalent position involving no reduction in rank, total compensation and no impairment of tenure.

6. Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer, notification thereof shall be given to the involved employee(s) by the first day of August in the year of the said involuntary transfer.

7. All transfers shall be made in a fair and equitable manner and shall not be arbitrary or capricious.

8. Vacant positions may be filled from outside the bargaining unit only if no qualified applicants apply from within the unit.

9. In discussing an involuntary transfer, there will be a meeting (within five [5] days of written request) of the employee(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved employee(s) may request Association representation for the meeting. The involved employee(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

H. Work Load

1. Elementary grades K-2 shall be organized into no less than three (3) sections for all academic classes, unless enrollment of any given grade level drops below fifty-one (51) students. In that circumstance, the Administration may place those students into two (2) sections. Any class K-2 that has twenty-six (26) or more students shall have a full-time aide.

   Elementary grades 3-5/6 shall be organized into no less than three (3) sections for all academic classes, unless enrollment of any given grade level drops below 57 students. In that circumstance, the Administration may place those students into two sections. Any class 3-6 that has thirty (30) or more students shall have a full-time aide.

   In middle school/high school grades 5/6-12 no class (except music and band) shall have more than thirty-four (34) students. No employee shall be responsible to teach more than one hundred seventy-five (175) students during any given day. Special Education students attending classes will be included in each total grade count. Any class 5/6-12 that has thirty-four (34) or more students shall have an aide or an additional teacher.

   If any employee shall have over the number of students permitted in a day, they will receive a payment of one hundred dollars ($100.00) each month for every student over the allotted number.

   Classroom enrollment, for grades 1-12, is to be determined on the last day of present school year, for the following school year. Kindergarten enrollment will be determined by using the

enrollment numbers on the last weekday of July.

2. Employees may be required to collect fees for only a two (2)-week period of time. Upon completion of a two-week collection period, any further collection of fees shall be the duty of the building principal.

3. Employees are required to teach from state standards which will be provided by the Administration by the time of teaching assignment notifications. Daily lesson planning should reflect coverage of this content. Plans are to be available for substitute when teachers are not in attendance. The administration may require that plans be reviewed regularly or as needed.

4. No student will be admitted to a class as a result of open enrollment or schedule change if such admission would exceed the class size limits as listed in this section.

5. Employees will not be required to submit lesson plans during the school year. Lesson plans will only need to be turned in during evaluations or upon an administrator's request.

I. Lunch Period

All bargaining unit members shall have thirty (30) consecutive minutes, duty-free lunch period per day. Passing time between periods or classes shall not be construed as part of the thirty (30) consecutive minute lunch.

J. Attendance When Schools Are Closed for Emergencies

Bargaining unit members shall not be required to report to work when school is officially closed.

K. Non-Bargaining Unit Work

1. Employees shall not be required to perform the duties of custodial employees such as maintenance, construction, washing, painting, or cleaning.

2. Employees shall not be required to perform work/projects for community groups.

3. Students shall not be required to perform work/projects that are not in the normal sequence of the course of study without first the approval of the Superintendent.

4. Limited Service Employees: Licensed/certificated personnel contracted to perform bargaining unit work ten (10) instructional hours per week, or less, shall be compensated at the rate of twenty dollars ($20.00) per week. Such employees shall not be eligible to participate in the District Insurance Plan. Nor shall they be employed under terms VI(D), VI(E), VI(F), VI(G), VI(I), and X(G). Hourly paid limited service employees shall not be assured transfer/bidding rights to positions which are "full-time", or otherwise compensated on the adopted salary schedule. The District may hire no more than two (2) employees to fulfill these positions.

L. Length of the School Year

The length of the school year shall be 184 days, the administration reserves the right to distribute the 184 days as direct instruction and/or professional development days. Included in the 184 days will be two parent teacher conferences. It is recognized that the one hundred eighty-four (184) day school year is in excess of the minimum contact hours mandated by the State of Ohio.

The first (eight) 8 calamity days shall not be made up, remote days can be implemented if the association is given 24 hours' notice. The remote days may be implemented at any time (24 hr. notice) regardless of the number of calamity days used.

M. Extended Service

Extended service by members of the bargaining unit extending before or after school employer's regular duty year shall be deemed limited duties and shall be set forth in supplemental contract.

N. Parent Conference Days/Open House

1. Teachers are required to attend parent conference days, which may be held during the evening hours, during the regular school day or a combination of both such times, provided, however, that in no event shall the total time required of members exceed the length of the school day specified in VI(B)(1), over two (2) day period.

2. When it is necessary to schedule parent conferences outside the scheduled parent conference day, the Bargaining Unit Member shall be notified and consulted prior to scheduling.

3. Employees whose graduate school course schedule conflicts with a scheduled Parent-Teacher Conference or Open House may ask for and shall receive from their Building Principal a letter to their course instructor explaining the reason for their absence from the course that day and requesting an excused absence for that reason.

4. Open House will be held before the first day of school on a day and time agreed upon by the LEA and Superintendent. Participation by certified employees will be required. One (1) such Open House of one and one-half (1½) hours or less will be held each year. Structure and program will be jointly agreed upon by Administration and LEA Leadership.

5. Staff members who do not fulfill open house participation requirements due to supplemental Contract duties time conflict must request excusal from the Principal. Practices and supplemental Contract time commitments should be scheduled outside of open house if at all possible.

O. Work Environment

1. Telephone for Professional Use – A telephone will be provided in each building primarily for the private and exclusive use of employees for placing and receiving calls related to their

assigned responsibilities.

2. Copying equipment and other office supplies shall be made available to the members of each building for professional use. Employees shall reimburse the Board its cost for the personal use of such supplies and equipment including telephone charges.

3. Each classroom shall have a dry erase board and bulletin board space.

4. Windows and doors shall be kept in proper working order.

5. Public address interruptions shall not exceed fifteen (15) minutes per day. Exceptions to this requirement may be approved by the Principal when the announcement is essential to the operations of the school.

6. Heat shall be maintained at a level which is conducive to a learning environment.

7. All facilities owned by the Leetonia Exempted Village School District Board of Education will be designated smoke-free buildings. As a result, these kinds of tobacco, including but not limited to, vaping, cigars, pipes, cigarettes, chewing tobacco, snuff, etc., will not be permitted inside any facility owned by the Leetonia Exempted Village School District Board of Education.

8. All classrooms, hallways, and restrooms shall be cleaned daily. During the August in service, all bargaining unit members will be given an itemized list of the cleaning services that will be done daily/weekly to maintain a clean and healthy working environment.

   Every member of the bargaining unit shall, in a timely manner, call to the attention of the administration any unsafe/unsanitary condition within the work environment. Upon notice from the member of the bargaining unit, the administration shall have the responsibility of taking the appropriate action. The bargaining unit member and administration shall monitor the unsafe/unsanitary condition to ensure the appropriate action is taken.

9. All bargaining unit members are entitled to a safe teaching environment. When a threat, written or verbal, is brought to the administrator's attention, the Administration will enforce Board Policy 8429 applicable sections.

   a. Any striking, spitting or biting of a member by a student shall be considered assault and the authorities shall be contacted. Board policy shall be followed in addition.

P. Personal Property Protection

Personal property items are primarily the responsibility of the employee; however, the employer has a responsibility to provide a secure work environment that protects the employee's property from theft and damage.

Q. Extra Duties

The Board shall make a good faith effort to evenly distribute and rotate duties yearly amongst members.

R. Release Time

1. Those special education teachers (except guidance counselors) who are required to administer standardized tests, grade such tests, evaluate such tests, and/or create I.E.P. Reports from these tests shall be released from their normal duties.

   Special Education Teachers shall receive one full professional day per four (4) students.

2. The dates for such release time will be selected by the teacher in consultation with the Principal and/or special education director.

S. Secure Space

Each bargaining unit member shall be provided a secure lockable place within his/her classrooms or building and shall also be provided with keys to his/her classroom.

T. Discrimination

The Board and the association shall not discriminate against any employee(s) on the basis of gender, sexual orientation, sexual identity, military background, race, color, creed, religion, national origin, age, or disability.

U. Public Criticism

1. Any reprimand of a bargaining unit member by supervisor, administrator, or other agent of the employer shall be made in confidence and shall not be made in the presence of pupils, parents or pupils, or other employees.

2. The Board shall discourage and take efforts to prevent public criticism of a bargaining unit member during an open session at any public meeting. No board member shall express criticism of a Bargaining unit member during an open session at any public meeting.

V. Progressive Discipline

No employee shall be disciplined, reduced in rank or compensation demoted, non-renewed, or otherwise deprived of any professional advantage without “just cause” and compliance with applicable provision of this contract.

1. If disciplinary action is deemed necessary, just cause, privacy, and due process shall be maintained at each level and will be handled in a professional manner.

2. Discipline shall be progressive in nature. If a teacher is charged with a violation, due process and just cause shall be afforded the teacher. Violations deemed of a more serious nature by the Superintendent shall be initiated at a higher level.

3. Depending upon the offense, progressive steps of discipline shall be:

i. Oral - Verbal warnings should be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.

ii. Written reprimand.

iii. Suspension with or without pay.

a. The Superintendent may suspend an employee without pay for up to three (3) work days.

b. In the case of suspension without pay, the Superintendent will provide a letter detailing the reason(s) for the discipline to the employee prior to suspension. After the meeting, if the Superintendent determines suspension of three (3) days or less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

c. If requested in writing within three (3) work days of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

d. Fringe benefits shall remain in effect during the time of any paid suspension.

iv. Termination

Disciplinary action at level two-four shall be in writing and submitted to the teacher. The teacher in a meeting concerning discipline at any level will be entitled to have a representative of Leetonia Education Association present.

4. Only the Superintendent has the right to suspend a teacher's contract. The suspension shall be for no more than three (3) working days. Suspensions will not interrupt the continuous service of the employee.

5. Documentation related to disciplinary action over four years old will be removed from the teacher's file upon written request by the teacher provided no similar disciplinary documentation has been added to the file.

6. The teacher shall have the right to appeal through the grievance procedure.

W. Tuition Waiver

The Board agrees to accept the children of bargaining unit members holding legal custody of such children as students if the bargaining unit member lives outside the legal boundaries of the School District on a tuition free basis, consistent with Ohio Revised Code

Section 3313.64(f)(8) – open enrollment. Should open enrollment cease to exist as an available attendance option for the district, bargaining unit members who live outside the district and elect to enroll their children in the district will not be required to pay tuition.

X. Professional Development Committee

1. The LPDC will be a five (5) member local committee of district employees selected on a district-wide basis. The majority of committee membership shall consist of teaching/classroom employees. When the certification/licensure of a person employed as an administrator is considered, a majority of members shall be district administrators. The LPDC will be responsible for the reviewing, approving, and monitoring student learning objectives (SLO's) and district approved student growth measures. (SGM)

2. Meetings will be regularly scheduled to administer and oversee the process of certificate renewal and conversion to licensure through professional development activities.

3. Committee members will be compensated at the rate of thirty ($30.00) per hour for actual hours served in committee work toward completing LPDC responsibilities and the Chairperson shall be compensated at the rate of thirty-five dollars ($35.00) per hour of service.

4. Volunteer committee members will be paid a $100.00 stipend per school year, per committee. DLT and BLT and/or any other committees agreed upon by LEA and LEVSD BOE.

Y. Labor/Management Committee

The Labor/Management Committee shall continue for the purpose of improving communications between the staff and the Administration, and to share and explore suggestions subject to the following conditions and provisions as established and agreed to by the parties:

1. Shall include the Superintendent, the LEA President, the Principals and three (3) other LEA Members.

2. Shall establish:

   i. Joint effort.

   ii. Written ground rules.

   iii. Direct and active participation by the Superintendent and the LEA President.

   iv. Use of collaborative problem solving and Consensus decision making.

   v. A regular meeting schedule.

   vi. A procedure for establishing a mutually agreed upon agenda for the meetings.

vii. The manner in which the results of the meetings will be published.

3. Notice of meeting dates and the tentative agenda will be posted at least three (3) days prior to the meeting.

4. The Bylaws shall be reviewed annually.

5. Discussions regarding the resolution of specific filed grievances and the negotiation of the content of this contract are prohibited.

6. If requested by either the bargaining unit president or Superintendent of the District committee members shall undergo training by the Federal Mediation and Conciliation Service. Such training shall be at no cost to the district.

Z. Telephone Use

Telephones in classrooms are intended primarily for security, parent conferences and intra school communication. Bargaining until members shall limit time spent on appropriate personal business calls to times other than those assigned to student instruction and supervision.

AA. Complaint Procedure

1. The Board of Education directs its administrative staff to provide an orderly process for dealing with complaints from citizens and for protecting the rights of members of the bargaining unit. The Board of Education does not allow or foster an atmosphere in which any individual or group may disrupt the normal operations of the schools. Nor shall it pursue any complaints that originate on any social media platform. Nor does it impose any arbitrary deadlines for responding to complaints.

2. Complaints Against Members of the Bargaining Unit.

i. Informal Avenues

Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school building level. Various avenues of contact between the bargaining unit member, student, parent, Principal, and other appropriate staff personnel should be pursued before using the formalized process. Unless the nature of the concern, in the administrator's judgment, deems it otherwise advisable, the Principal, or Superintendent shall inform a complaining party that generally, the first step in the procedure is for the party to discuss the matter with the bargaining unit member.

ii. Channel for Further Complaints

a. If such conferences do not lead to understanding and resolution of the concerns involved, or perhaps due to complications, do not occur, the complainant may pursue further action by submitting a complaint to the Administration.

b. While, if deemed advisable by the Administration, a bargaining unit member may be informed of any “anonymous” complaint, no recourse, disciplinary action, or written record shall result from such complaint.

c. The attached bargaining unit member shall be given a copy of any written complaint within two (2) working days of the Administration's receipt of the complaint except under extenuating circumstances. The bargaining unit member shall also be notified of any unwritten complaint within two (2) working days except under extenuating circumstances.

d. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, Principal, or immediate supervisor, and the complainant will be arranged at mutually convenient time to discuss the complaint. The meeting should be held within ten (10) working days of the receipt of the complaint.

e. If the matter is not resolved at the above level, a meeting may be scheduled with the Superintendent, within ten (10) working days of the previous level meeting.

f. The bargaining unit member may bring representative to any and all above enumerated meetings. If present at the informal level, the representative will act primarily as an observer.

3. Building administrators and members will work collaboratively in terms of authorizing a parent to visit a bargaining members class while class is in session. Parents are discouraged in terms of interrupting classroom time, this practice will occur only in extreme conditions.

4. No rule or procedure, as referred to in this document, shall prohibit members of the bargaining unit from legal representation, association representation, or other remedy of law.

BB. Rehiring Retired Employees

Any bargaining unit member who wishes to retire contingent upon being rehired to the same position may indicate in writing to the Superintendent by April 15. The superintendent will notify the bargaining unit member of his/her intent to recommend the rehire to the Board pending a public hearing no later than May 15.

1. If such individuals are hired/rehired, the following terms and conditions shall govern:

   i. The individual shall be issued one year limited contracts, which shall automatically expire as a condition of employment. The teacher waives his/her right to a continuing contract under 3319.08 ORC and 3319.11 ORC. The member shall be granted two (2) one year limited contracts for subsequent years at the discretion of the member. Upon year three (3), employment in subsequent years shall be at the discretion of the board. Also, the bargaining unit member shall not be eligible for additional severance pay.

   ii. Neither 3319.11 ORC, 3319.111 ORC or provisions of the collective bargaining agreement regarding evaluation and/or non-renewal shall apply.

iii. A retiree shall be initially paid at the Step 0 at the column the teacher earned when the teacher retired, of the current negotiated salary schedule regardless of his/her training and years of service and, so long as employed by the Board in subsequent years, shall also advance one (1) step on said schedule for each consecutive year of service earned while employed as a retiree.

iv. The Board will provide single and dependent coverage Insurance benefits under Article VIII.

v. A retiree shall accumulate and may use sick and personal leave in accordance with Article VII of the Master Agreement, but is not entitled to severance pay under Section IX(F), of said Agreement, or under law upon the conclusion of employment as a retiree.

vi. A retiree shall not be entitled to Professional Development Reimbursement under Section IX(G) of the Master Agreement.

vii. A retiree shall not accumulate seniority in the bargaining unit and has no right to recall in the event of a reduction in force under Section X(M) of the Master Agreement and/or under O.R.C. 3319.17.

viii. A retiree shall not be entitled to fill a vacancy under Section VI(F) of this Master Agreement.

2. Retirees are members of the bargaining unit and shall be entitled to the rights, terms, and conditions of employment afforded to such members in the Master Agreement, unless expressly stated otherwise in this Article.

CC. Job Descriptions

Job descriptions will be reviewed as needed or as a job description changes. Any revisions to job descriptions must be ratified by the administration and members of the bargaining union.

ARTICLE VII - LEAVES

A. Sick Leave

1. Sick leave credit shall accumulate at the rate of one and one-quarter (1¼) days per month. All sick leave shall be cumulative, and any and all unused portions of the monthly allowance shall be credited to the bargaining unit member's leave total.

2. Sick leave may be used for absence necessitated by personal illness, injury, exposure to contagious disease, pregnancy, absence due to adoption, absence due to illness or injury in the employee's immediate family, or death in the immediate family. Sick leave can be used in half or whole days.

3. For any absence due to reasons stated in the above paragraph of this article, except death, immediate family is defined as: spouse, children, father, mother, brother, sister, guardians, step-parents, step-children, mother-in-law, father-in-law, grandchildren, and grandparents. For reasons of death, the immediate family is defined as all of the above plus aunts, uncles, nieces, nephews, sister-in-law, and brother-in-law. Special circumstances may be approved by the Superintendent.

    i. In cases involving death of a spouse, children, father, mother, brother, sister, guardians, step-parents, step-children, mother-in-law, father-in-law, grandchildren and grandparents, twenty (20) working days of sick leave may be used for bereavement.

    ii. In cases involving death of aunts, uncles, nieces, nephews, sister-in-laws and brother-in-laws, ten (10) work days of sick leave may be used for bereavement.

    iii. Limitations will be extended when the bargaining unit member is under care and treatment of a physician due to such circumstances. In such cases, a written statement by his/her physician shall be necessary before returning to work. Such a statement shall indicate that the individual is physically and mentally capable of performing his/her assigned duties for the position held. Such a statement shall be sent to the Superintendent's Office.

4. A new employee(s) shall transfer all accumulated sick leave from their immediate previous employer as a public educator in the State of Ohio. Maximum amount transferable shall not exceed limits as stated in article VII(A)(5).

5. Sick leave may accumulate to the maximum amount of three hundred (300) days.

6. Any abuse of sick leave or the patterned use of sick leave may be sufficient cause for disciplinary action.

7. Sick leave absence of five (5) consecutive days due to personal illness will require a physician's slip verifying treatment/office visit verifying such absence.

8. When an extended medical leave of absence of ten (10) consecutive workdays is utilized by a bargaining unit member, a written statement by his/her physician shall be necessary before returning to work. Such a statement shall indicate that the individual is physically and mentally capable of performing his/her assigned duties for the position held. Such a statement shall be sent to the Superintendent's Office.

9. Sick leave may not be used for the purpose of child-care for a child/children who are not actual members of the employee's household. Sick leave may not be used to enable the child's custodial parent to transfer the responsibility for child-care to avoid his/her absence from work. If an accident or illness requires both the custodial parent and child to seek medical care, the school employee may utilize sick leave to provide such assistance.

10. The district will advance to any bargaining unit member who has been employed in the district minimum of one (1) full year, a maximum of fifteen (15) days of sick leave when the employee's accumulated sick leave has been completely depleted. The advanced days shall

be repaid at a rate of five (5) days per year, at the rate of one half (½) days per month until repaid. The remaining earned sick leave days shall accumulate, and may be used as per terms of the master agreement by the employee. Should voluntary separation of employment occur while the employee still owes previously advanced sick leave days to the district, the employee shall reimburse substitute teacher costs incurred to the district for the number of days still owed. Personal leave must be used prior to request to advance sick leave.

11. Sick Leave Transfer

In extraordinary circumstances (a catastrophe: i.e. life altering injury, illness or condition), the Association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific unit member who has exhausted or shortly will exhaust his/her accrued sick leave. A member may receive a transfer no more than forty-five (45) days in any one school year. Bargaining unit members wishing to assist the member in need may transfer no more than two (2) days in any school year. Sick leave can only be transferred for the personal illness, injury or condition of a member or illness, injury or condition of a spouse or dependent children.

The sick leave transfer must be approved by the Board after a written request from the Association for the transfer. The request must detail the reasons for the transfer. The sick leave transfer is irrevocable, and shall cause the contributing member to have his/her sick leave reduced accordingly. It shall be the responsibility of the Association to distribute the approved form and return those requesting a transfer of sick leave to the Treasurer's office.

B. Family Medical Leave Act (FMLA)

A bargaining unit member shall have the right to apply for and be granted family medical leave in accordance with the Family Medical Leave Act of 1993. For the purpose of this section, the "twelve (12)-month period" for such leave is defined as "the twelve (12)-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave years specific to each employee). The teacher is entitled to twelve (12) weeks of leave during the twelve (12)-month period beginning on the first time FMLA leave is taken. The next twelve (12)-month period commences the first time FMLA leave is taken after the completion of any previous twelve (12)-month period.

C. Parental Leave

1. Definition: A parental leave is an absence from school without pay. A member may elect to take paid sick leave in lieu of unpaid leave for sixty (60) days, which is equivalent to twelve (12) weeks. At any time during the sixty (60) days of paid leave or once the paid leave is exhausted, the member may elect to take unpaid leave. This leave shall be for either males or females, and may be used by a bargaining unit member who is pregnant, or recovering from completed pregnancy, have been placed with a foster child, or who is adopting a child.

2. Procedure for Parental Leave

   i. A bargaining unit member who desires parental leave shall notify the Superintendent

at least fifteen (15) days in advance of the intended commencement of said leave, except under the presence of extenuating circumstances.

ii. A bargaining unit member taking parental leave that is related to an adoption or placement of a foster child, shall give notices to when the child will be legally adopted or placed, and residing in the custody of the employee. Leave may not commence sooner than thirty (30) prior to the expected date of custody and/or residence of the child in the employee's home.

3. Term of Parental Leave

In the event of a leave which commences during the first semester, the leave may extend for the balance of that school year. In the event of a leave which commences after March 15, the leave may be extended for the balance of that semester and the following school year. A parental leave of absence may be extended for an additional semester or school year, due to special circumstances, or upon approval of the Superintendent.

4. Termination of Parental Leave

A bargaining unit member who has taken a parental leave of absence for the first semester shall notify the Superintendent in writing of their intention to return for the second semester not later than December 1.

5. Early Termination of Parental Leave

When parental leave is for less than an entire school year and upon written request of the bargaining unit member to the Superintendent to terminate parental leave, the leave of absence shall be terminated, except parental leave approved for the entire school year.

D. Assault Leave

1. Any employee of the Board assaulted while in the course of his/her employment on school premises or while in attendance at an official school function and disabled from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave. Leave granted under this policy shall not be charged against sick leave.

2. To be eligible for assault leave, the employee shall:

   i. Upon the employee's desire, or at the request of the district initiate a benefit claim with the Ohio Bureau of Worker's Compensation.

   ii. Make a written statement concerning the assault on forms attached as Appendix F and G.

   iii. Agree to file a criminal or civil complaint against the person or persons involved.

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

E. Personal Leave

1. Each member of the bargaining unit shall be eligible for three (3) personal leave days per contract year with pay; except in cases of emergency, notification for personal leave shall be submitted three (3) days in advance of the anticipated absence. Any personal day request shall be considered approved unless returned with reasons for refusal to the bargaining unit member within three (3) days of being submitted to the central office.

2. The Administration reserves the right to restrict the use of personal leave to no more than ten (10) percent of the district's certified staff on the same day, and to limit the use of personal leave when the combination of personal and professional leave would result in more than fifteen (15) percent of the district's certified staff being absent on the same day.

3. In the above circumstance, personal leave requests will be considered for approval in the order received. Should requests be received on the same day which, if approved, would exceed the limit for that day, the request of the teacher(s) who have had the lesser number of personal leave days already approved for that school year will be considered for approval first. Should that number of days be equal, seniority will be used to determine consideration, with the most senior member of the bargaining unit receiving first consideration.

4. Personal leave is not cumulative from year to year, but any unused personal leave days from the previous year shall be converted to accumulated sick leave days as of the first pay of the new year.

F. Unpaid Leave

Employee absence during the school year for reasons other than approved personal or compensatory days shall be considered as "unpaid leave". The school year shall be defined by the adopted school calendar. Such request and approval must be made in advance of the leave dates. The employee must reimburse the Board for hospitalization coverage on a prorated basis for the period while on unpaid leave. This does not apply to FMLA benefits found in Article VII(B). Taking such leave without prior approval of the Board shall constitute cause for termination of the employee's contract. An emergency situation will require the employee to contact his/her immediate supervisor.

G. Professional Leave

1. Each employee may be granted paid professional leave for professional meetings, clinics, school visitations, workshops, or student related activities as approved by the Superintendent.

2. The Board shall pay whatever necessary and related expenses for the professional leave as approved by the Superintendent. Taxes and gratuities may not be approved for Board payment.

3. Requests for leave for school related non-classroom activities require that the staff member's assignment will be covered by his/her colleagues without need or cost of a substitute. Any day of absence requiring a substitute to be employed to cover the staff

member's assignment shall be considered a professional day. Any Student Related Activity Leave request shall be considered approved unless returned with reasons for refusal to the bargaining unit member within three (3) days of being submitted to the central office.

H. Association Leave

The Association shall be granted no more than six (6) days of leave per year for representatives to attend Association activities. The Association shall pay the expense of the substitute for the first, third, and fifth Association day taken. The Board shall pay the expense of the substitute for the second, fourth, and sixth Association day taken. The Association shall be responsible for the expenses of the representative(s) at such meetings. At least five (5) days' notice will be given for the leave to the Superintendent.

I. Sabbatical Leave

Upon the written request of an employee an unpaid sabbatical leave for not more than one (1) employee per year may be recommended by the Superintendent and such recommendation shall be approved by the Board of Education, provided the following requirements have been satisfied by the employee:

1. Sabbatical leave may be approved only for those employees who have taught in the Leetonia Exempted Village School District for five (5) or more years. Subsequent sabbatical leave may be granted after a minimum of five (5) years of additional teaching in the Leetonia Exempted Village Schools.

2. Sabbatical leave for professional self-improvement shall be granted for a specific period requested by the employee, but not more than twelve (12) calendar months.

3. A planned program for the sabbatical leave must be approved by the Superintendent prior to making a recommendation to the Board.

4. An employee approved for sabbatical leave will be permitted to maintain the selected fringe benefits at his/her own expense while on sabbatical leave (including payments to STRS.)

5. A sabbatical leave shall not represent an interruption of service with the District, but for purposes of the seniority list shall not be counted for years of experience for salary schedule placement.

J. Jury Duty/Witness

All bargaining unit members who are summoned for jury duty shall be granted necessary leave. The employee compensation for said leave shall be the difference between the employee's regular compensation and the compensation received as a juror. All bargaining unit members participating as witnesses in the SERB hearing shall be granted all necessary leave and shall not be docked any pay in accordance with SERB procedures. Staff must provide the Treasurer's office with a copy of the check paid to them for Jury Duty.

The use of personal leave is the only manner in which employees may retain compensation

for court appearances (mandatory, by subpoena, or other) that do not involve district/work related litigation. If personal leave has been exhausted, such absence must be approved unpaid leave.

K. Military Leave

Please refer to O.R.C. 3319.14 & O.R.C. 5923.05

ARTICLE VIII - BENEFITS

A. Insurance Provisions

I. Beginning January 1st, 2026

A. Quality High Deductible Plan

1. January 1st, 2026

a) Year 1

(1) LEVSD contribution to HSA is 100% for both single & family plans

(2) LEA premium contribution is 0% for single and family plans

(a) Provided that the following expectations are met:

(i) Biometric Screening

(ii) Health Assessment

(3) Not meeting above expectations will result in the old language of paying a 11% premium.

2. January 1st, 2027

a) Year 2

(1) LEVSD contribution to HSA is 70% for both single & family plans

(2) LEA premium contribution is 2.25% for both single & family plans

(i) Provided that the following expectations are met:

(a) Biometric Screening

(b) Health Assessment

(b) Not meeting above expectations will result in the old language of paying a 11% premium.

3. January 1st, 2028

a) Year 3

(1) LEVSD contribution to HSA is 53% for both single & family plans

(2) LEA premium contribution is 4.5% for both single & family plans

(i) Provided that the following expectations are met:

(a) Biometric Screening

(b) Health Assessment

(b) Not meeting above expectations will result in the old language of paying a 11% premium.

4. Year 4

a) LEVSD contribution to HSA for both single & family plans will not decrease or increase by more than 50%

1. The employer shall continue the Health and Vision Benefits Plan in effect for all employees.
   i. Employees under Contract on October 01, 1993, shall contribute to the overall plan premium at a rate of:

      2025-2028 Eleven percent (11%) per month (single and family) for the life of the contract.

   ii. Employees who are employed less than full time shall receive hospitalization benefits calculated at ninety percent (90%) times the nearest whole number of percentage of time employed. For the purpose of example, a half-time employee would receive .90 times .50 = .45 (or forty-five percent) board paid benefit, if the employee elects to pay the remaining fifty-five percent (55%).

   iii. For each Employee that completes the Health Risk Assessment and Biometric Screening by November 30th, their premium contribution will be nine percent (9%) not to exceed one hundred seventy-five dollars ($175.00) [Family] and not to exceed ninety dollars ($90.00) [Single]; if not their premium contribution will be eleven percent (11%). Members will pay nine percent (9%) of the total monthly premium until January 1. If the member has not met the requirements as listed in VIII(A)(1)(iii) by January 1, their employee premium contribution will increase to eleven percent (11%). The eleven percent (11%) premium will be in effect until December 31. At that time, the employee's premium will be adjusted to nine percent (9%) if they have met the requirements as listed in VIII(A)(1)(iii). If the requirement has not been met, their employee premium will stay eleven percent (11%). Adjustments to the employee premium share will be made on a calendar year basis, beginning in January of each year.

   iv. All participating plan members will become part of a PPO (Preferred Provider Network). Should medical providers outside this network be utilized, coverage is limited to 70% of U and C.

2. For all employees under Contract after October 01, 1993, the following provisions shall apply:

i. Covered Hospitalization/Major Medical expenses shall be subject to a deductible of two hundred fifty dollars ($250.00) per plan member/five hundred dollars ($500.00) per family. Thereafter, covered expenses are subjected to a co-pay that is part of the plan. Please see

Appendix D.

ii. The difference in maximum out of pocket expenses incurred by employees under this section will be reimbursed by the Board with proper documentation (i.e. explanation of benefits).

This plan includes a routine pap smear/doctor's visit; one (1) per calendar year.

iii. <u>Prescription Plan</u>

Mail in Prescription Benefit: (90 Day Supply)

Generic-$30.00; Formulary-$50.00 of amount covered

Name Brand-$80.00

iv. **<u>Retail Prescription</u>**:

Generic-$15.00; Formulary-$25.00 of amount covered

Name Brand-$40.00

A health reimbursement account will be provided for each eligible employee which will enable members to earn dollars for attaining specific status levels through the Vitality Wellness program. This account can be used to pay for uncovered medical expenses (i.e. office co-pays, prescriptions, etc.) See Appendix E for the reimbursement levels.

3. For all employees hired after October 01, 1993, the following provisions shall apply:

i. Covered Hospitalization/Major Medical expenses shall be subject to a deductible of two hundred fifty dollars ($250.00) per plan member/five hundred dollars ($500.00) per family. Thereafter, covered expenses are subjected to a co-pay that is part of the plan. Please see Appendix D.

2025-2028 Eleven percent (11%) per month (single and family) for the life of the contract.

ii. <u>Prescription Plan</u>

Mail in Prescription Benefit: (90 Day Supply)

Generic-$30.00; Formulary-$50.00 of amount covered

Name Brand-$80.00

iii. **<u>Retail Prescription</u>**:

Generic-$15.00; Formulary-$25.00 of amount covered

Name Brand $40.00

This plan includes a routine pap smear/doctor's visit; one (1) per calendar year.

iv. For each Employee that completes the Health Risk Assessment and Biometric Screening by November 30th, their premium contribution will be nine percent (9%) not to exceed one hundred seventy-five dollars ($175.00) [Family] and not to exceed ninety dollars ($90.00) [Single]; if not their premium contribution will be eleven percent (11%). Members will pay nine percent (9%) of the total monthly premium until January 1. If the member has not met the requirements as listed in VIII(A)(1)(iii) by January 1, their employee premium contribution will increase to eleven percent (11%). The eleven percent (11%) premium will be in effect until December 31. At that time, the employee's premium will be adjusted to nine percent (9%) if they have met the requirements as listed in VIII(A)(1)(iii). If the requirement has not been met, their employee premium will stay eleven percent (11%). Adjustments to the employee premium share will be made on a calendar year basis, beginning in January of each year.

A health reimbursement account will be provided for each eligible employee which will enable members to earn dollars for attaining specific status levels through the Vitality Wellness program. This account can be used to pay for uncovered medical expenses (i.e. office co-pays, prescriptions, etc.) See Appendix E for the reimbursement levels.

4. The Leetonia Board of Education and the Leetonia Education Association agree that a Minimum Essential Coverage (MEC) Plan will be offered to all eligible employees as a protection against any penalties or fees associated with the Affordable Care Act. The MEC Plan offering is not intended to change or discourage enrollment in the current health care plan offered by the district.

5. Vision Coverage VSP PLAN:

    i. Eye exam – covered annually

    ii. Contact lenses – covered annually

    iii. Lenses (medical prescription change) covered annually

    iv. Frames – covered once (1) per twenty-four (24) months

6. The Employer shall have the right to change insurance carriers or third party administrators providing the coverage is comparable or better than the existing coverage. The Leetonia Education Association President shall be notified in writing prior to the effective date of the change in carriers, TPA's or amendments to the policy. At the time of said notification, the Board shall provide the LEA with a complete copy of the specifications or the certificate of insurance for the new plan.

7. The Leetonia Education Association shall form a committee to bring any problems or discrepancies about the existing policy, new policy or amendment to the policy to the

attention of the Administration in writing within ninety (90) days of the receipt of the existing policy book, new policy book or amendment by each Teacher. The Board has no obligation to change the existing policy or new policy or pay for claims that are not covered in the existing policy or amendment or new policy for any question of coverage not brought to the attention of the Board within ninety (90) days. Covered expenses are defined by the policy in effect. All past practices and precedents shall cease to exist or have any meaning or obligation on the part of the Board.

B. DENTAL COVERAGE

All employees will be offered dental coverage.
For the length of the contract (August 1, 2025 - July 31st, 2028) - 11% or 9% employee premium (based on vitality wellness program/biometric).

Term Life Insurance

The Board shall pay for each employee to receive a term life insurance policy in the face amount of fifty thousand ($50,000.00).

C. Tax Sheltered Annuity

All employees may elect to have a portion of their wages deducted for the purpose of tax sheltered annuities.

D. STRS Tax Deduction

The Employer shall deduct STRS contributions from the employee's pay prior to calculating federal income tax.

ARTICLE IX - COMPENSATION

A. Salary Schedule

1. All employees shall be paid according to the index salary schedule as stated in Appendix A and related provisions of this Article.

2. The base rate of the salary schedule shall be the Bachelor's degree column, step 0.

3. A one-time signing bonus of one thousand dollars ($1,000.00) will be provided to employees that are under contract for 2025 - 2026 school year. Payment will be made on the next payroll date upon SERB ratification.

4. All employees, excluding all retired/rehired employees, after five (5) years of service in the Leetonia District and have reached the maximum salary at Step 17 of the salary schedule will be awarded longevity payments in accordance with the following schedule:

- 18-24 years teaching experience: one thousand seven hundred dollars ($1,700.00) annual payment

- 25-29 years teaching experience: two thousand two hundred dollars ($2,200.00) annual payment

- 30+ years teaching experience: two thousand eight hundred dollars ($2,800.00) annual payment

All longevity payments will be made in June as part of the supplemental pay of that school year. Longevity shall be prorated upon retirement, on a monthly calculation, if during the school year.

5. Entitlement to longevity payment is eliminated by resignation/retirement from the Leetonia Exempted Village Schools by which the employee ceases active service to the District.

B. Placement on the Schedule

1. Employees shall be placed on the salary schedule according to their training and experience.

2. The earning of one hundred fifty (150) hours and a Bachelor's degree shall be paid on the 150 Hours column.

3. Employees with a Master's degree shall be paid on the Master's degree column.

4. Employees with a Master's degree that have earned an additional fifteen (15) hours after earning the Master's degree, shall be paid on the Master's + 15 hour column. The hours may be graduate hours or a combination of both graduate and undergraduate hours.

C. Recognized Placement Criteria

1. Degrees referred to above shall mean an earned degree from an accredited institution.

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

3. Credit for up to five (5) years of service shall be used, if qualified. More years may be credited upon approval of the Superintendent.

4. One (1) year of teaching experience shall mean the employee has provided service of one hundred twenty (120) days or more in any one school year.

D. Salary Advancement

1. Horizontal Advancement – An employee shall advance horizontally on the salary schedule by acquiring additional training.

2. An employee shall advance horizontally on the salary schedule when:

i. Sufficient course work or a higher degree is earned.

ii. Satisfactory evidence of such completion is provided to the Employer. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program from an institution that is accredited by the Ohio Department of Education as indicated on the Ohio Department of Education website.

iii. Coursework shall be received from an accredited institution that grants the Master's degree. Evidence of completion and credit hours earned must be presented on an official transcript.

iv. Coursework that is done via technological means (internet) will be accepted only when semester hours are verified by official transcript from an accredited college or university that grants the Master's Degree. Video courses or study at-home courses shall not be accepted.

3. If the Employer has been provided satisfactory evidence on or before October 1, the new column placement will be made effective retroactive to the first day of the current Contract year.

4. If the employer's receipt of satisfactory evidence is received between October 1 and February 1, the new column placement will be made effective on the new schedule beginning the second semester of the current school year.

5. If the satisfactory evidence is received after February 1, the new placement will be made for the following school year.

6. Vertical Advancement – An employee shall advance vertically one step on the salary schedule for each year of experience in the District.

7. Bargaining unit members intending to advance on the salary scale must file the proper form in the Treasurer's Office by July 1 preceding the school year in order to receive compensation for that school year.

E. Paycheck Distribution

The Board shall begin the twenty-four (24) equal pays, twice a month on the 15th and 30th. If a pay cycle falls on a Saturday, employees will be paid on Friday. If the pay cycle falls on Sunday, employees will be paid on Monday. If a pay fall on a holiday, the employee will be paid the previous business day.

Direct Deposit: All bargaining unit members will be required to participate in payroll direct deposit at a participating financial institution of their choice.

F. Severance Pay

1. Employees who have not previously collected STRS benefits due to a prior retirement and who present evidence of their "initial" retirement through STRS from the Leetonia Exempted

Village School District, shall be granted severance pay for their accrued but unused sick leave. Such employees must have been employed by this District the previous five (5) years. Payments shall be made in accordance with Article IX(F)(2-6).

2. At the date of retirement or death of an employee, the Board will convert to severance pay one-fourth (¼) of the first one hundred eighty (180) days of his/her accumulated sick leave, plus one-eighth (⅛) of his/her accumulated sick leave in excess of the one hundred eighty (180) days up to the limit of the established maximum accumulation. The number of days calculated shall be multiplied times the employee's daily rate of pay at the time of his/her retirement.

3. Severance pay shall be paid to personnel upon receipt of notification from the Ohio State Teachers Retirement System that the individual has officially retired from teaching in the State of Ohio.

4. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made only once to any employee.

5. Payment shall be made to the employee's beneficiary or estate in the event of the death of the employee.

6. Severance payment will be made within forty-five (45) days of the date of retirement.

G. Professional Development Reimbursement

1. The Board shall reimburse to the bargaining unit member partial cost associated with course work. The work shall be taken either in the field of education or in the teacher's certified/licensed field, i.e. Science, English, Math and shall lead to a graduate degree or otherwise be approved by the Board at its sole discretion. This graduate degree shall be received no later than four (4) years after application in order to receive benefits for graduate hours. Any graduate work after four years will not be paid in accordance with this section. In cases where there is a question whether the work is "required for a degree", the official college or university catalog shall be used to make the judgment. This payment shall be paid to the teacher in the school year following the receiving of credit for courses taken and shall be paid for one year only. A teacher must teach in the Leetonia Exempted Village Schools the year following receiving this credit to be eligible to be paid under this provision. The Teacher must present proof of earned credit (official transcript) no later than November 1 to be paid that school year. An official transcript must be issued from the college/university directly to the employer.

2. Maximum number of hours to be included under this policy shall be nine (9) semester hours from September 01 to September 01. All graduate studies by certified employees who are reimbursed by another party will not be eligible for reimbursement by the Board.

3. The Board shall reimburse employees in accordance with the following schedule:

    i. The Board shall reimburse employees up to the amount of one hundred fifty dollars ($150.00) per semester hour or up to one hundred dollars ($100.00) every quarter

hour.

ii. Reimbursement shall be made on or about November 10 of each year.

4. No undergraduate course work shall be considered for meeting the requirement for post Master's degree salary schedule placement.

5. A new employee will not be considered eligible for tuition reimbursement prior to May 1 of his/her initial Contract.

6. Professional development activities during the months of June, July, and August will be reimbursed after the beginning of the school year. Failure of the employee to return to the Leetonia School District shall result in forfeiture of reimbursement.

7. Prior approval of all course work must be obtained. There will be no approval given post-facto for work already taken.

H. Supplemental Contracts

1. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual contracts that include:

    i. duration of supplemental contract

    ii. title of supplemental contract

    iii. amount of supplemental compensation or hourly rate by payment section.

2. Supplemental Contracts shall be for one (1) year.

3. All qualifications for the supplemental position shall appear on the posting notice. Posting and filling of supplemental positions shall be in accordance with the vacancy section of this contract.

4. Acceptance of Supplemental Positions

    Acceptance of those supplemental contracts listed in Appendix B shall be voluntary.

5. Compensation for Supplemental Positions

    i. Compensation for supplemental duties shall be as set forth in this contract.

    ii. The final pay of a supplemental contract shall be held until the employee's duties, responsibilities and all necessary paperwork required by the athletic director and Board Office/Treasurer's Office have been completed and turned in.

iii. Supplemental pays as a separate pay will occur in the months of November, March, and June.

6. New Supplemental Positions

The Board has the right to establish additional supplemental positions. When the Board establishes additional supplemental positions, the salary shall be negotiated with the Association before the position is posted. Any compensation to a bargaining unit member in addition to the base salary on the teacher's salary schedule for the performance of duties by a Teacher that are in addition to the teacher's regular teaching duties shall be in the form of a supplemental contract.

Head coaches moving to an assistant coach positioning the same sport shall carry their seniority with them. There will be no differentiation between junior high and high school movement. Volunteer service will not count toward seniority on the supplemental salary schedule.

7. Incorrect placements of persons on the supplemental salary schedule will be corrected over time by not promoting such persons until the appropriate number of years of experience has been gained. No attempt will be made to retrieve overpayment made in previous years to such persons, nor will any existing persons on supplemental contracts be demoted with respect to years of experience to correct the placement.

8. Any bargaining unit member who applies for supplemental contract and is denied the position in favor of a non-bargaining unit candidate shall be given written reasons for denial within three (3) days of denial.

I. Home Tutoring Pay

1. Bargaining unit members who act as tutors in situations of student's home-bound illness or injury of twenty (20) consecutive school days or more, shall be paid at the rate of thirty dollars ($30.00) per hour when requested by the Administration forth service.

2. Bargaining Unit Members who serve as summer school instructors shall be paid at the rate of thirty-five dollars ($35.00) per hour. Instructors will be encouraged to use the full complement of time for instruction.

J. Extra Period Teaching Pay

1. Bargaining unit members shall be compensated at the rate of their per diem, per hour, per period, or fraction thereof, when assuming duties for an absent member. Such terms shall apply when the conference/prep period is assigned or if more than nine (9) students are assumed during a teaching assignment. Guidance counselors, intervention specialists and aides shall not be used to assume duties for absent teachers in lieu of paying them or other

teachers to do so.

The Administration will make every effort to secure a substitute when classroom Teachers are absent more than one-half (½) day.

All bargaining unit members having conference/prep periods will be contacted before students are placed into a study hall. Should available staff decline the compensated assignment, the Administration may direct the member with the lowest seniority to assume the duty.

2. Title One teachers shall not be used to substitute in lieu of their regular assignment except for conference and planning time.

3. The administrator making the request will complete any forms necessary for payment to the bargaining unit member. On the day that he/she assumes responsibility the bargaining unit member shall be given a copy of the completed form and the administrator will forward a copy to the Treasurer for payment.

4. After all bargaining unit members that are eligible to assume covering the extra period has declined the administration has the right to fill the class period.

K. Mileage

The Board shall pay those bargaining unit members who are authorized to use their automobiles for school business at the rate established by the Internal Revenue Service. Should the IRS change its established rate, the reimbursement rate paid to members by the Board shall change effective with the first of the following month.

L. Extended Time

Board approved extended time for LEA members, completed before or after the regular school year, shall be paid at the per diem rate of the employee. All extended time shall be a supplemental contract. These employees may work up to twenty (20) days with approval from the immediate supervisor or superintendent.

M. Payroll Deductions

1. The Board shall provide payroll deduction for the association's annual dues. Each employee shall give written authorization to have association dues deducted. Once an employee has given authorization, the deduction shall continue each year unless the employee gives notice of a change. The association will notify its members that this notice of change shall be given to the Treasurer between September 1 and September 30.

2. The first paycheck deduction shall start the first pay in October and continue in equal installments with the final installment made by the last pay in July.

3. The Treasurer shall transmit the dues deductions to the association within ten (10) days of the payroll deduction.

4. Deductions must be limited to savings, health/life insurance, charity, or professional association dues payment.

N. Tax Sheltered Annuity

1. All employees may elect to have a portion of their wages deducted for the purpose of a tax deferred retirement savings program. Such programs should qualify as a 403(b), 403(b7), or 457 plan by theirs. The deductions from each payroll shall be deposited within five days with the applicable financial investment company.

2. A minimum of five (5) staff members must participate before an additional financial investment company can begin to participate in the District's payroll deduction program. The Ohio Public Employees Deferred Compensation Program (IRS code 457) shall be exempted from this requirement.

O. Recognition Pay

1. Attendance Incentive shall be calculated twice a year beginning with the start of the fiscal year (i.e. July):

2. Each employee who misses one (1) day (sick or personal) of work or less, per period, shall receive:

    a. 1st Period - July 1st - December 31st - $350.00
    b. 2nd Period - January 1st - June 30th - -$550.00

- A new employee shall be eligible for the incentive beginning with the first full period after the employee's start date.

- The incentive shall be paid in the employee's regular paycheck by the second pay of the new period.

P. Extra Activities

1. LEA Members that supervise students on overnight class trips or other Board approved overnight field trips shall be compensated at a rate of Three hundred dollars ($300.00) per night. The building principal and/or superintendent will have final decision on the number of teachers permitted per field trip.

Q. SLD Tutors and Title I Tutors shall not be bargaining unit members and shall not be compensated as such. They will be paid an hourly rate of pay to be determined. Such employees shall be certified/licensed as Teachers by the Ohio Department of Education. No reduction in force shall take place as a result of this implementation. The number of certified bargaining unit special education positions shall not be less than four.

R. Comp Time for Lunch Duty

1. A teacher covering lunch duty during their scheduled lunch time will earn comp time.

2. One (1) comp day will be earned for each twelve (12) lunch duties served.

3. Two teachers may be on lunch duty each day. The principal will create and monitor the lunch duty schedule. The principal will confer with the staff members interested in serving on lunch duty when compiling the lunch duty schedule. Each teacher will have the opportunity to serve on lunch duty.

4. There will be a limit of five (5) comp days to any one teacher each year, unless a teacher earns more than five (5) comp days due to a limited number of staff exchanging their lunch for comp time.

5. A teacher may not use more than three (3) comp days consecutively, unless approved by the superintendent.

S. Comp Time Usage

Members must complete a comp time usage approval form as well as enter their comp time in kiosk. Except in cases of emergency, notification for use of comp time shall be submitted three (3) days in advance of the anticipated use. Members failing to follow these guidelines are subject to either denial of use of comp time, docking of accrued comp time or are subject to progressive disciplinary action.

1. Comp days are eligible for monetary reimbursement at the March 2022 employee per diem rate and must be used prior to retirement or otherwise leaving the district.

2. Compensatory time will no longer be offered effective August 01, 2025. This language will supersede any other language within the contract that discusses earning compensatory time.

T. Payment Errors

Payroll errors will be corrected on the next payroll after the error is reported, in writing to the treasurer of the board. This section applies to: (1) regular salary; (2) supplemental salary; (3) severance pay; and (4) conference and/or planning period pay.

Mileage reimbursement & tuition will be corrected within five (5) workdays from the date the error is reported, in writing, to the treasurer of the board.

ARTICLE X - JOB SECURITY

A. Seniority

1. Seniority Defined: Seniority shall mean the length of continuous employment in a bargaining unit position as follows: Seniority shall begin to accrue from the first day worked in a bargaining unit position.

2. Seniority shall accrue for all times an employee is on active pay status or is receiving worker's compensation benefits.

3. Time spent on inactive pay status (unpaid leave or layoff), including parental leave, shall not contribute to the accrual of seniority, but shall not constitute a break in seniority.

4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standards as defined by this contract.

5. Part-time employees shall accrue seniority prorated against the minimal full-time standard as defined by this contract.

6. No employee shall accrue more than one (1) year of seniority in any work year.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credits determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior employee:

    i. The employee with the first day worked; then

    ii. The employee with the earliest date of employment (date of hire);

    iii. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

C. Super Seniority

All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified/licensed. Employees serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Employees serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is charged for cause or otherwise leaves the employment of the employer. Employment in a non-bargaining unit position with the employer shall cease the accrual of seniority at the number of credited years held at the time of employment in the position. Accrual of seniority shall not occur during time out of the bargaining unit; however, years credit at the time of non-bargaining unit employment shall be valid should a return to the bargaining unit occur.

E. Posting of Seniority List

1. The seniority list shall be posted once a year, May 15th of each work year. The employer shall prepare a seniority list indicating the first date worked, the date of employer resolution to hire, area of certification/licensure, and the contract status (limited or continuing) of each employee. Said list shall be provided to the union president on or before the date of posting who shall give a written receipt to the Superintendent.

2. The names of employees on the seniority list shall appear in seniority rank order with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

3. The names of employees who are certified/licensed shall be included on the listing for all areas of certification.

F. Correction and Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered for thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting. No reduction in force will be made during the thirty (30) day correction period.

G. Individual Contracts

1. Employees who do not qualify for a continuing contract shall receive limited contracts in the following sequence:

1st contract – one year

2nd contract – one year

3rd contract – one year

4th contract and thereafter – two years

2. Continuing Contract

An employee becoming eligible for a continuing contract during the term of a limited contract shall be considered for a continuing contract when the Board makes the next regular issuance of contract.

H. Evaluation Procedures for OTES Bargaining Unit Members

All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article. Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation in accordance with law.

1. Definitions

i. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

ii. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

iii. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

iv. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

v. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

vi. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator.

vii. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher

based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.

viii. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

ix. Evaluation Instrument: The process and forms used by the teacher's evaluator. The forms or instruments are located in Appendix H of this agreement.

x. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

xi. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

2. Purpose of Evaluations:

i. To assess an employee's work performance

ii. To help the employee to achieve greater effectiveness in performance of the work assignment.

iii. To be used as an instrument to make personnel decisions including reassignments, continuing contract status, limited contract renewal, or termination.

iv. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

3. Evaluator

i. Employees shall be evaluated by their supervising unit Principal or Assistant Principal. Members will be informed of who will perform the evaluation each year no later than the in-service in August each year. The same administrator shall evaluate all members within the grade level at the elementary level or department at the

secondary level.

ii. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

iii. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

iv. The evaluators shall be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure, emphasizing the importance of accuracy, potential Equal Employment Opportunity problems, and directions on how to relate performance assessments to the standards for the teaching profession.

v. Written instructions for evaluators will be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.

vi. Updates to written instructions shall occur on an annual basis.

4. Joint Evaluation Instrument Training

The Board shall provide joint training for administrators and teachers that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.

5. Frequency of Evaluation

i. All personnel, during the first month of school, shall be thoroughly advised by the Building principal as to the evaluation procedure and presented with the forms to be used.

ii. The Board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section at least once (1) every three (3) school years.

The Board shall evaluate each teacher who received a rating of skilled on the teacher's most recent evaluation conducted under this section at least once every two (2) school years.

The Board shall evaluate each teacher who received a rating of developing or ineffective on the teacher's most recent evaluation conducted under this section once (1) every school year.

iii. The evaluation shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

iv. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

v. The procedure and forms to be used will be provided and discussed during the in-service in August each year. Teachers will be notified of the name and his or her evaluator during the August in-service.

6. Observations

i. Schedule of Observations

A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. The first observation shall occur by February 1. The second observation shall occur by April 1. There shall be at least three (3) weeks between formal observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.

ii. Observation Conference

a. All formal observations shall be preceded by a conference between the evaluator and the teacher no more than five (5) and no less than one (1) work day before the observation in order for the teacher to explain plans and objectives for the work situation to be observed.

b. A post-observation conference shall be held after each formal observation no more than ten (10) working days and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher’s professional growth or improvement plan.

c. A teacher may request a formal observation at any time in addition to those required by this procedure.

7. Walkthroughs

i. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:

a. Evidence of planning;

b. Lesson delivery;

c. Differentiation;

d. Resources;

e. Classroom environment;

f. Student engagement; and,

g. Assessment.

It is recognized that a walkthrough only gives a snapshot of instruction and that it is not expected for each of the components above to be observed. A member shall not be negatively impacted by any of the components not being observed.

ii. The walkthrough shall be at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes in duration.

iii. A summary of the walkthrough shall be provided via eTPES and will be given to the teacher within five (5) work days after each walkthrough. The teacher may request a conference to discuss the summary. The vehicle for communication of the summary shall be defined by September 30th if eTPES is no longer used.

iv. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.

8. Criteria for Performance Assessment

i. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix H to this agreement.

ii. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.

iii. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

iv. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.

v. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers. No teacher performance information shall be collected by electronic devices without the consent of the teacher.

9. Remediation of Deficiencies Identified During Observations and Walkthroughs

   i. Formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post- observation conference or formal debriefing.

   ii. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.

   iii. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

   iv. The remediation plan, as outlined in this section, shall detail:

      a. Performance issues documented as deficient;

      b. Specific performance expectations;

      c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;

      d. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

      e. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.

   v. If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

   Vi. If a remediation plan is developed after March 1, the plan shall be continued into the next school year.

   Vii. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

10. Finalization of Evaluation

i. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be electronically given to the teacher and a conference shall be held between the teacher and the evaluator.

ii. Completion of Evaluation Cycle

a. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify electronic notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

b. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

iii. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

11. Professional Development

i. Professional growth and improvement plans shall be developed as follows:

a. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.

b. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.

c. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the

improvement plan as set forth in this agreement.

In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator.

d. For the purposes of this agreement, professional growth and improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.

ii. Professional growth and improvement plans for a school year shall be developed not later than September 30th.

iii. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

iv. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

12. Improvement Plans

i. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.

ii. The professional improvement plan shall include:

a. Specific performance expectations, resources and assistance to be provided;

b. Timelines for its completion; and,

c. Monetary, time, material, and human resources.

13. Mentor Teacher (Coach) for Teachers on an Improvement Plan

i. The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

ii. Role of the Mentor Teacher

a. The mentor teacher must have continuing contract status and have a minimum of five (5) consecutive years of teaching experience in the district.

- The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

- The mentor teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.

- The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

- The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

b. Release Time

Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

c. Protections

- Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.

- A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

- No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.

- All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.

d. At any time, the mentor teacher or the teacher 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 teacher.

This option may be exercised two (2) times by the mentor teacher or the teacher.

14. Due Process

i. Teachers who disagree with the level of student growth, the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator and such request shall be honored by the District.

ii. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

iii. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

iv. Any violation of procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract, if the teacher is not eligible for a continuing contract.

15. Personnel Action Requirements

i. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

ii. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by the first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.

iii. Until three years of data have been collected and three evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

iv. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Proficient for all teachers for purposes of eTPES reporting.

v. The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.

16. Evaluation Committee

i. The Association and the Board agree to establish a standing joint Evaluation

Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

ii. Committee Composition

a. The committee shall comprise four (4) Association members appointed by the Association president and four (4) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

b. Committee members shall serve staggered terms of not more than three (3) years.

c. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.

iii. Committee Operation

a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

b. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.

d. Committee agendas will be developed jointly by the co-chairpersons of the committee.

e. All decisions of the committee will be achieved by consensus.

f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be read aloud at the commencement of every meeting and will be reviewed annually.

g. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.

h. Members of the committee will receive release time for committee work and training.

i. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within three days following meetings of the committee.

j. The committee may establish subcommittees to assist with their work.

k. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.

l. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

iv. Compensation

Any committee work performed outside of the contractual work day will be paid at a per diem rate.

v. Secretarial Support

The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

vi. Committee Authority

a. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.

b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

c. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

d. Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement.

e. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

f. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

I. Evaluation Procedures for Non-OTES employees

1. Purpose of Evaluations: shall have as their purpose the following:

   i. To assess an employee's work performance.

   ii. To help the employee to achieve greater effectiveness in performance of the work assignment.

   iii. To be used as an instrument to make personnel decisions including reassignments, continuing contract status, limited contract renewal, or termination.

2. Evaluator: Employees shall be evaluated by their supervising unit Principal or the Superintendent.

3. Frequency of Evaluation

   i. All personnel, during the first month of school, shall be thoroughly advised by the building principal as to the evaluation procedure and presented with the forms to be used.

      a. The Board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section at least once (1) every three (3) school years.

      b. The Board shall evaluate each teacher who received a rating of skilled on the teacher's most recent evaluation conducted under this section at least once (1) every two (2) school years.

      c. The Board shall evaluate each teacher who received a rating of developing or ineffective on the teacher's most recent evaluation conducted under this section once (1) every school year.

ii. Evaluations shall consist of at least two (2) thirty minute observations. The first (1st) observation shall occur by February 1. The second (2nd) observation shall occur by April 1.

4. The observation/evaluation procedure shall be as follows:

   i. Observation

   ii. Conference as soon as possible

   iii. Observation – any forms used in observation shall not be made a part of the evaluation.

   iv. (Optional) Any employee may request and shall receive a third (3rd) observation.

   v. Evaluation – conference with written report as soon as possible.

5. This section does not apply to Teachers subject to evaluation procedures under Sections 3319.01 and 3319.02 of the Revised Ohio (referring to continuing Contracts) or to any teacher employed as a substitute for less than one hundred twenty (120) days during a school year pursuant to section 3319.10 of the Revised Code.

6. Documentation of Evaluations

   i. All observations of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

   ii. An employee shall be evaluated according to the criteria as set forth in the evaluation instrument Appendix J of this document. All evaluations shall acknowledge strengths as well as weaknesses. Value added data will not be incorporated in or used for purposes of preparing teacher evaluations for the length of this contract.

   iii. The evaluation shall include specific recommendations regarding any improvements needed in the performance of the employee and regarding the means by which the teacher may obtain assistance in making such improvements. All evaluations shall be signed by both the evaluator and by the person evaluated and kept on file. The signature of the employee evaluated shall not necessarily indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by him/her.

   iv. The person evaluated shall be given the opportunity to rebut the evaluation in writing.

7. Failure to follow evaluations for limited Contract Teachers is subject to the procedures in ORC 3319.11 and 3319.111, except as specifically modified herein, and is therefore not subject to Article III Grievance Procedures.

8. In accordance with State Law. The board adopted policy for Standards Based Teacher evaluation will be included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112 and utilized for the evaluation of Teachers subject to OTES.

J. Just Cause

No employee shall be suspended, disciplined, non-renewed or otherwise deprived of any professional advantage without just cause and compliance with applicable provisions of this contract.

K. Termination or Non-renewal

1. Termination action shall not be subject to the grievance procedure in this contract. ORC 3319.16 shall govern the teacher's and the Board's actions in such situations.

2. When the employer affects the non-renewal of an employee's contract, said non renewal shall be in keeping with the provisions of ORC 3319 and 3319.111. Notwithstanding any other provisions of this agreement, just cause will not be applicable to the non-renewal or evaluation of employees of their first (1^{st}), second (2^{nd}), or third (3^{rd}) contract.

L. Reduction in Force

A reduction in force is the elimination of a bargaining unit position.

1. 10.111 Reasons for implementing reduction in force shall be as set forth in O.R.C. 3319.17:

    i. Decreased enrollment of pupils.

    ii. Return to duty of regular employees after leave of absence.

    iii. Suspension or closing of schools, or territorial changes affecting the school system.

    iv. Financial reasons.

    v. Abolishment of functions or curtailment of activities

2. Before any reduction in force may occur in the number of bargaining positions, the Association president shall be notified in writing by the Superintendent of the intended RIF, the reason for the RIF, a list of positions to be eliminated and any employees to be laid off. Such notice shall be provided no later than twenty (20) days before the Board meeting at which the Superintendent will recommend a RIF.

    A meeting(s) shall be held between the representatives of the Association and representatives of the Board to discuss the need for a RIF. Said meeting(s) shall be held within five (5) days of the Association's request for such meeting(s).

    No reductions in force for the following school year shall be implemented after June

1. Further this shall be the only time RIF shall be implemented.

Within ten (10) days of the implementation of a reduction in force by the Board, all affected individuals shall be notified in writing of the action taken. Such action shall include the reasons for the selection of the affected individual shall be notified in writing of the action taken. Such action shall include the reasons for the selection of the affected individual for reduction, which reasons shall not be arbitrary or capricious.

3. Procedure

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

i. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.

ii. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:

   a. Certification/Licensure within the affected teaching field.

   b. Comparable evaluations as defined in this agreement.

   c. When evaluations are comparable, seniority in the district shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

iii. Third, should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:

   a. Certification/Licensure within the affected teaching field.

   b. Comparable evaluations as defined in this agreement.

   c. When evaluations are comparable, seniority in the district shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

Using the exclusive criteria in this provision, the district will establish the order in which member's contracts are suspended and will recall members in reverse order.

Until the new evaluation process that complies with HB 153 has been fully

implemented for at least three (3) years, all evaluations will be deemed comparable.

4. Comparable Evaluations

All members shall be deemed comparable for the purposes of reductions in force.

Upon full implementation of the new evaluation system, and with at least three (3) full years of student growth data, in the event a teacher is rated “ineffective” for three (3) consecutive years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force. However, should such a teacher receive a rating above “ineffective” in two (2) consecutive years, such teacher shall be deemed comparable with the rest of the bargaining unit.

No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member.

5. General Provisions

i. Reasons for all suspension of contracts as a result of a reduction in force shall not be arbitrary, capricious or discriminatory, and shall require just cause.

ii. To the extent that a bargaining unit member’s evaluations are utilized to make a determination regarding suspension of his/her contract, both the procedure and the content of the evaluations shall be subject to the grievance procedure. The District, in making such determination, must show just cause for said determination, which reasons shall be limited to the reasons identified on the Notice of RIF as found in RIF Notice Timelines, above.

iii. The procedure and substantive reasons for the reduction in force shall be subject to the grievance procedure.

iv. Failure on the part of the district to correctly follow the evaluation procedures as found in the negotiated agreement shall preclude the district from suspending the contract of any bargaining unit member so incorrectly evaluated. Should a grievance be filed on behalf of the affected employee, the matter shall be subject to expedited arbitration.

6. Displacement Rights

Each teacher involved in a staff reduction may displace a less senior teacher holding a position for which the Riffed teacher is licensed/certified to teach. Among employees with comparable evaluation, seniority shall be the determining factor in implementing the displacement rights such employees shall have. The seniority provisions as described in the negotiated agreement will apply.

i. The staff member selecting to displace the last senior teacher under the provisions of seniority/super-seniority in the same or another teaching field or grade assignment must have on file with the Superintendent’s office a current and valid Ohio certificate/license for the position selected. The certificate/license must be

current/valid at the time a selection of another position is made.

ii. Failure to place on file a certificate/license held shall preclude the individual's exercise of seniority and super-seniority rights in the selection of a position in a field or area.

iii. Staff member's selection of a position due to the exercise of seniority and super-seniority rights shall advise the Superintendent in writing of his/her selections of position within ten (10) days of notification of involuntary transfer resulting from reduction in force.

7. Recall

Names of the members whose contracts are suspended due to a reduction in force shall be placed on a reduction in for (RIF) list based on seniority and certification. When there is an opening, the member shall be restored by the Board at the same seniority, salary, and fringe benefits as he or she would have received if a reduction in force had not taken place, provided, however, such member shall not be granted service credit for salary purposes for such time such member's contract was suspended.

Members with continuing contracts shall be recalled in preference to members with limited contracts, regardless of seniority. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status by the board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

Teachers whose limited contracts are suspended shall have the right to restoration by the board if and when teaching positions become vacant or are created for which any such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

Limited contract teachers shall be retained on the recall list for twenty-four (24) months, which shall be from September 1st to September 1st.

A continuing contract teacher shall retain recall rights indefinitely, subject to the provisions in the paragraph below.

If a teacher on layoff refuses the position offered by the Board for which he/she is certified/licensed, his/her layoff rights shall be terminated, unless such position is casual substitution or a position of lesser time than that vacated.

8. This article shall not require the employer to fill any vacancy, nor shall it interfere with any other lawful personnel procedures of the employer.

9. Insurances

Employees who are laid off due to a reduction in force are eligible to receive hospitalization benefits under the provisions of COBRA.

M. Association Representation

An employee shall be advised of impending adverse personnel action at a conference at which the employee shall be entitled to Union representation.

N. Resident Educator Program

1. Introduction

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.

2. Definitions

i. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5)-year professional educator license.

ii. Resident Educator Program Coordinator (REPC)

Eligibility criteria for selection as REPC shall be the same as the Resident Educator Mentor provided the REPC shall be required to have at least five (5) years of teaching experience in the Leetonia Exempted Village School District and to have completed all other training required of mentors prior to consideration as the REPC.

All procedures within the Master Contract pertaining to the posting and filling of vacancies shall be followed for the selection of the Resident Educator Program Coordinator.

a. The REPC will be granted a one-year supplemental contract according to Group G of the Supplemental Salary schedule.

b. Release time will be made available to the REPC as mutually determined by the Superintendent/designee and the REPC.

iii. Resident Educator Mentor

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

a. In addition to a mutually agreed upon released time, each Resident Educator Mentor shall receive a supplemental contract, with a salary payment according to the supplemental salary schedule for each Resident Educator served. In addition, the Board will pay all training fees required for Resident Educator Mentors to receive the mandatory ODE Mentor Training.

b. Resident Educator Mentors may be assigned one or more Resident Educator as determined by the needs of the program.

iv. Resident Educator

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

v. Formative Assessment

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

3. Resident Educator Mentors

Qualifications

i. The Resident Educator Mentor must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.)

ii. The Resident Educator Mentor must be trained to act as a mentor through the current Ohio Department of Education Resident Educator program, or agree to be trained in the year of assignment as a Resident Educator Mentor. Resident Educator Mentors shall be provided release time to attend said training. Should the training occur during the summer, the Resident Educator mentor will be compensated at a rate of seventy-five dollars ($75.00) per day.

iii. The Resident Educator Mentor must hold a five (5)-year professional license or two (2)-year provisional license that has been renewed two (2) or more times (permanent certificated holders are included) and may be assigned to Resident Educators with the same area of certification/license.

The Resident Educator Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven

experience in implementing a variety of classroom management and instructional techniques.

4. Selection of the REPC and Resident Educator Mentor

    i. All procedures within the Master Contract pertaining to the posting and filling of vacancies shall be followed for the selection of Resident Educator Mentors.

    ii. Selection for these positions shall be made by the Superintendent utilizing the ODE Guidelines for the selection of Mentors.

    iii. Should no mentor be available in the area of certification/licensure of a Resident Educator, the Superintendent may assign a mentor from within the grade level or subject area most closely related to that of the Resident Educator.

5. Responsibilities

    i. The Resident Educator Mentor shall carry out the Resident Educator program in conjunction with the Resident Educator rules, regulations and guidelines as developed by ODE.

    ii. The Resident Educator Mentor will use the Resident Educator Program and Formative Assessment tools and protocols to support the Resident Educator.

    iii. The Resident Educator Mentor will be provided release time to observe Resident Educators as approved by administration.

    iv. The Resident Educator Mentor shall be released to consult with their assigned Resident Educator as mutually agreed upon by the administration and Association.

6. General

    i. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as a Resident Educator Mentor shall not be a part of the staff member's evaluation. Serving as a Resident Educator mentor may be incorporated into the Mentor's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts toward licensure renewal.

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

    iii. Neither the REPC nor any Resident Educator Mentor shall participate in the District's evaluation of any Resident Educator. No information obtained in the Mentor/Resident Educator relationship shall serve as the basis for any summative formal evaluation of the Resident Educator's performance.

    iv. Neither the REPC, nor any Resident Educator Mentor, shall be requested or directed to make any recommendation regarding the continued employment of the Resident

Educator.

v. Neither the REPC, nor any Mentor Teacher, shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator, or REPC/Resident Educator discussions.

vi. At any time, if either the building principal or REPC determines that the Resident Educator-Mentor situation is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the LEA President and they shall have the authority to end the mentor appointment. The mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Resident Educator Mentor whose position is ended and/or any mentor beginning an assignment after the state of the year, will be paid in proportion to time served in the role.

vii. The REPC and all Resident Educator Mentor and Resident Educators shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

viii. Resident Educator Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or the teacher, with the exception of the REPC.

ix. Educators will be provided release time to observe other teachers as agreed upon by the administration and association.

x. The Resident Educator shall be held harmless in the event that the District does not comply with the Resident Educator Program.

xi. The Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator.

xii. The Resident Educator Mentor shall be held harmless in the event that the District does not comply with the Resident Educator Program.

ARTICLE XI - SEVERABILITY

A. This contract supersedes and prevails over all statutes of the State of Ohio (except as noted in the contract and except as specifically set forth in Section 4147.01(A), Revised Code), and all policies, rules and regulations of the employer. However, should the State Employment Relations Board or any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

B. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over

the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE XII - ACCEPTABLE USE POLICY PROVISION

A. Acceptable Uses:

1. Outside research
2. Exchange for professional development
3. Professional association communications
4. Applying for grants and contracts
5. Administrative communication in support of research and instruction
6. Interaction with other school districts or governmental agencies
7. Incidental use for personal communications as long as such communications are limited in number, initiated during non-work periods and do not interfere with the primary intended uses of the system

Staff members should be aware that all district email is public domain and there should be no expectation of privacy in regards to email communication.

B. Unacceptable Uses (under any circumstances):

1. Transmitting, retrieving, storing or accessing any material, site, data or information that is discriminatory, harassing or derogatory to any individual, group, or entity.
2. Transmitting, retrieving, storing or accessing any material, site or information that is obscene, lewd, vulgar or disparaging of persons based on their race, color, sex, age, religion, national origin or sexual orientation.
3. The transmission of messages or any other content that would be perceived by a reasonable person to be harassing or threatening.
4. Any use(s) that constitute defamation (libel or slander)
5. Any use that would violate federal (including copyright laws), state or local laws
6. Users that attempt to gain unauthorized access to another computer system (“hacking”) or which disrupt or impair the operation of another computer system (for example the transmission of a computer virus or an excessively large email attachment.)
7. Accessing or attempting to access another user’s account, using another user’s password for any reason, misrepresenting yourself as another user and/or accessing another user’s

stored data, information, e-mail or files without the express permission of the other user.

8. Any use intended to further commercial, profit-making activities, or any other unauthorized use (political lobbying, advertisements). This excludes use for electronic communications regarding the activities of the Leetonia Education Association but includes a prohibition on the use of district technological resources for the political activities that may be associated with, endorsed or recommended by the Association.

9. Any fundraising activities, unless specifically authorized by a District administrator.

10. Downloading “freeware” or “shareware” programs.

11. Installing software to any district technological resources that is not expressly licensed to the district for its use, installing any software licensed to the district to any personal computer, network or other equipment or otherwise violating software license agreements in any manner whatsoever

12. The use of inappropriate language in any public or private message, communication or any material posted through using or otherwise touching upon the district’s technological resources. “Inappropriate language” includes behavior or content advocating or threats of violence, behavior or content that could be construed as harassing or threatening based on age, race, sex, religion or national origin, obscene content and/or material or behavior containing defamatory, libelous or slanderous materials and/or content.

C. This list of prohibited uses is not exhaustive and is not intended nor should it be construed to restrict the District in any way from taking appropriate disciplinary action should an inappropriate use occur that does not fall into one of the aforementioned categories.

D. Violations will be subject to contractual Progressive Disciplinary Policy.

ARTICLE XIII - EFFECTS OF THE AGREEMENT

A. The terms of this Agreement shall be from August 01, 2025 through July 31, 2028.

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

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

3. No later than forty-five (45) days subsequent to the execution of this agreement, the Association shall supply the master copy for proofing and subsequently for signatures, printing and filing with SERB. Copies of this agreement shall be printed by the Board, and the cost of such printing one hundred (100) copies shall be divided evenly between the Board and the Association. No later than thirty (30) days subsequent to the Association supplying the master copy, each bargaining unit

member shall be given a copy, three (3) copies will be sent to SERB, and twenty-five (25) copies shall go to the Board. The additional remaining copies shall be distributed at no charge to new hires. Additional copies for the association shall be printed at the expense of the association, and additional copies for the Board shall be printed at the expense of the Board.

a. “Days” shall be interpreted to mean scheduled work days extending Monday through Friday and includes the summer months when school is not in session.

4. IN WITNESS WHEREOF, the agreement is hereby attested to by the signatures affixed below on this 22nd day of July 2025.

BOARD

Board President

Board Member

Superintendent

Treasurer

FOR THE ASSOCIATION

Association President

Negotiations Spokesperson

Negotiations Team Member

Negotiations Team Member

	CERTIFIED SALARY SCHEDULE				
	2025-2026 SCHOOL YEAR				
EXP.	**NON-DEGREE**	**B.A.**	**150 HRS**	**M.A.**	**MA+15**
0	$33,533	$38,766	$40,317	$42,643	$45,163
	0.865	1.000	1.040	1.100	1.165
1	34,890	40,317	42,062	44,581	47,295
	0.900	1.040	1.085	1.150	1.220
2	36,247	41,868	43,806	46,520	49,427
	0.935	1.080	1.130	1.200	1.275
3	37,603	43,418	45,550	48,458	51,559
	0.970	1.120	1.175	1.250	1.330
4	38,960	44,969	47,295	50,396	53,691
	1.005	1.160	1.220	1.300	1.385
5	40,317	46,520	49,039	52,335	55,824
	1.040	1.200	1.265	1.350	1.440
6	41,674	48,070	50,784	54,273	57,956
	1.075	1.240	1.310	1.400	1.495
7	43,031	49,621	52,528	56,211	60,088
	1.110	1.280	1.355	1.450	1.550
8	44,387	51,172	54,273	58,150	62,220
	1.145	1.320	1.400	1.500	1.605
9	45,744	52,722	56,017	60,088	64,352
	1.180	1.360	1.445	1.550	1.660
10	47,101	54,273	57,762	62,026	66,484
	1.215	1.400	1.490	1.600	1.715
11	48,458	55,824	59,506	63,965	68,616
	1.250	1.440	1.535	1.650	1.770
12	49,815	57,374	61,251	65,903	70,749
	1.285	1.480	1.580	1.700	1.825
13	51,172	58,925	62,995	67,841	72,881
	1.320	1.520	1.625	1.750	1.880
14	52,528	60,476	64,740	69,779	75,013
	1.355	1.560	1.670	1.800	1.935
15	53,885	62,026	66,484	71,718	77,145
	1.390	1.600	1.715	1.850	1.990
16	55,242	63,577	68,229	73,656	79,277
	1.425	1.640	1.760	1.900	2.045
17	56,599	65,127	69,973	75,594	81,409
	1.460	1.680	1.805	1.950	2.100

	CERTIFIED SALARY SCHEDULE				
	2026-2027 SCHOOL YEAR				
EXP.	**NON-DEGREE**	**B.A.**	**150 HRS**	**M.A.**	**MA+15**
0	$34,539	$39,929	$41,527	$43,922	$46,518
	0.865	1.000	1.040	1.100	1.165
1	35,936	41,527	43,323	45,919	48,714
	0.900	1.040	1.085	1.150	1.220
2	37,334	43,124	45,120	47,915	50,910
	0.935	1.080	1.130	1.200	1.275
3	38,731	44,721	46,917	49,912	53,106
	0.970	1.120	1.175	1.250	1.330
4	40,129	46,318	48,714	51,908	55,302
	1.005	1.160	1.220	1.300	1.385
5	41,527	47,915	50,511	53,905	57,498
	1.040	1.200	1.265	1.350	1.440
6	42,924	49,512	52,307	55,901	59,694
	1.075	1.240	1.310	1.400	1.495
7	44,322	51,110	54,104	57,898	61,891
	1.110	1.280	1.355	1.450	1.550
8	45,719	52,707	55,901	59,894	64,087
	1.145	1.320	1.400	1.500	1.605
9	47,117	54,304	57,698	61,891	66,283
	1.180	1.360	1.445	1.550	1.660
10	48,514	55,901	59,495	63,887	68,479
	1.215	1.400	1.490	1.600	1.715
11	49,912	57,498	61,292	65,883	70,675
	1.250	1.440	1.535	1.650	1.770
12	51,309	59,095	63,088	67,880	72,871
	1.285	1.480	1.580	1.700	1.825
13	52,707	60,693	64,885	69,876	75,067
	1.320	1.520	1.625	1.750	1.880
14	54,104	62,290	66,682	71,873	77,263
	1.355	1.560	1.670	1.800	1.935
15	55,502	63,887	68,479	73,869	79,459
	1.390	1.600	1.715	1.850	1.990
16	56,899	65,484	70,276	75,866	81,656
	1.425	1.640	1.760	1.900	2.045
17	58,297	67,081	72,072	77,862	83,852
	1.460	1.680	1.805	1.950	2.100

	CERTIFIED SALARY SCHEDULE				
	2027-2028 SCHOOL YEAR				
EXP.	**NON-DEGREE**	**B.A.**	**150 HRS**	**M.A.**	**MA+15**
0	$35,575	$41,127	$42,772	$45,240	$47,913
	0.865	1.000	1.040	1.100	1.165
1	37,015	42,772	44,623	47,296	50,175
	0.900	1.040	1.085	1.150	1.220
2	38,454	44,417	46,474	49,353	52,437
	0.935	1.080	1.130	1.200	1.275
3	39,893	46,063	48,325	51,409	54,699
	0.970	1.120	1.175	1.250	1.330
4	41,333	47,708	50,175	53,465	56,961
	1.005	1.160	1.220	1.300	1.385
5	42,772	49,353	52,026	55,522	59,223
	1.040	1.200	1.265	1.350	1.440
6	44,212	50,998	53,877	57,578	61,485
	1.075	1.240	1.310	1.400	1.495
7	45,651	52,643	55,727	59,634	63,747
	1.110	1.280	1.355	1.450	1.550
8	47,091	54,288	57,578	61,691	66,009
	1.145	1.320	1.400	1.500	1.605
9	48,530	55,933	59,429	63,747	68,271
	1.180	1.360	1.445	1.550	1.660
10	49,970	57,578	61,280	65,804	70,533
	1.215	1.400	1.490	1.600	1.715
11	51,409	59,223	63,130	67,860	72,795
	1.250	1.440	1.535	1.650	1.770
12	52,848	60,868	64,981	69,916	75,057
	1.285	1.480	1.580	1.700	1.825
13	54,288	62,513	66,832	71,973	77,319
	1.320	1.520	1.625	1.750	1.880
14	55,727	64,158	68,682	74,029	79,581
	1.355	1.560	1.670	1.800	1.935
15	57,167	65,804	70,533	76,085	81,843
	1.390	1.600	1.715	1.850	1.990
16	58,606	67,449	72,384	78,142	84,105
	1.425	1.640	1.760	1.900	2.045
17	60,046	69,094	74,235	80,198	86,367
	1.460	1.680	1.805	1.950	2.100

Supplementals
Appendix B

Base Salary $38,766 2025-26 SUPPLEMENTAL SCHEDULE		Base Salary $39,929 2026-27 SUPPLEMENTAL SCHEDULE		Base Salary $41,127 2027-28 SUPPLEMENTAL SCHEDULE	
GROUP A	24.00%	**GROUP A**	24.00%	**GROUP A**	24.00%
Athletic Director	**$9,304**	Athletic Director	**$9,583**	Athletic Director	**$9,870**
Head Football		Head Football		Head Football	
Head Basketball		Head Basketball		Head Basketball	
GROUP A1	15.00%	**GROUP A1**	15.00%	**GROUP A1**	15.00%
Game Manager	**$5,815**	Game Manager	**$5,989**	Game Manager	**$6,169**
Game Manager		Game Manager		Game Manager	
GROUP B	11.00%	**GROUP B**	11.00%	**GROUP B**	11.00%
Assist.Athletic Director	**$4,264**	Assist.Athletic Director	**$4,392**	Assist.Athletic Director	**$4,524**
Head Baseball		Head Baseball		Head Baseball	
Head Softball		Head Softball		Head Softball	
Head Track Combined		Head Track Combined		Head Track Combined	
Head Volleyball		Head Volleyball		Head Volleyball	
Head Soccer Coach		Head Soccer Coach		Head Soccer Coach	
Head C.C. Coach		Head C.C. Coach		Head C.C. Coach	
Head Wrestling Coach		Head Wrestling Coach		Head Wrestling Coach	
Head Golf Coach		Head Golf Coach		Head Golf Coach	
Head Track, Boys		Head Track, Boys		Head Track, Boys	
Head Track, Girls		Head Track, Girls		Head Track, Girls	
GROUP C	10.00%	**GROUP C**	10.00%	**GROUP C**	10.00%
Assistant Football	**$3,877**	Assistant Football	**$3,993**	Assistant Football	**$4,113**
Assistant Basketball		Assistant Basketball		Assistant Basketball	
GROUP D	8.00%	**GROUP D**	8.00%	**GROUP D**	8.00%
Assistant Softball	**$3,101**	Assistant Softball	**$3,194**	Assistant Softball	**$3,290**
Assistant Baseball		Assistant Baseball		Assistant Baseball	
Assist. Track, Combined		Assist. Track, Combined		Assist. Track, Combined	
Assistant Volleyball		Assistant Volleyball		Assistant Volleyball	
Assistant Soccer		Assistant Soccer		Assistant Soccer	
Assistant Wrestling		Assistant Wrestling		Assistant Wrestling	
Freshman Basketball		Freshman Basketball		Freshman Basketball	
Freshman Football		Freshman Football		Freshman Football	
Weight Room, Head		Weight Room, Head		Weight Room, Head	

Supplementals
Appendix B

Base Salary $38,766 2025-26 SUPPLEMENTAL SCHEDULE		Base Salary $39,929 2026-27 SUPPLEMENTAL SCHEDULE		Base Salary $41,127 2027-28 SUPPLEMENTAL SCHEDULE	
GROUP E	7.00%	**GROUP E**	7.00%	**GROUP E**	7.00%
Esports	**$2,714**	Esports	**$2,795**	Esports	**$2,879**
Freshman Volleyball		Freshman Volleyball		Freshman Volleyball	
Jr. High Football		Jr. High Football		Jr. High Football	
Jr. High Basketball		Jr. High Basketball		Jr. High Basketball	
Jr. High Volleyball		Jr. High Volleyball		Jr. High Volleyball	
Jr. High Track		Jr. High Track		Jr. High Track	
Jr. High Wrestling		Jr. High Wrestling		Jr. High Track	
High School Cheerleader Advisor	4.00%	High School Cheerleader Advisor	4.00%	High School Cheerleader Advisor	4.00%
Season (FB/BB)	**$1,551**	Season (FB/BB)	**$1,597**	Season (FB/BB)	**$1,645**
	4.00%		4.00%		4.00%
Junior High Year	**$1,551**	Junior High Year	**$1,597**	Junior High Year	**$1,645**
	2.00%		2.00%		2.00%
Season (FB/BB)	**$775**	Season (FB/BB)	**$799**	Season (FB/BB)	**$823**
Weightroom Assistant or Summer Conditioning	3.00% **$1,163**	Weightroom Assistant or Summer Conditioning	3.00% **$1,198**	Weightroom Assistant or Summer Conditioning	3.00% **$1,234**
Class Advisors	4.00%	Class Advisors	4.00%	Class Advisors	4.00%
Senior	**$1,551**	Senior	**$1,597**	Senior	**$1,645**
	7.00%		7.00%		7.00%
Junior	**$2,714**	Junior	**$2,795**	Junior	**$2,879**
	2.00%		2.00%		2.00%
Sophomore	**$775**	Sophomore	**$799**	Sophomore	**$823**
	2.00%		2.00%		2.00%
Freshman	**$775**	Freshman	**$799**	Freshman	**$823**
GROUP F	5.00%	**GROUP F**	5.00%	**GROUP F**	5.00%
Academic Team Advisor	**$1,938**	Academic Team Advisor	**$1,996**	Academic Team Advisor	**$2,056**
Detention Monitor		Detention Monitor		Detention Monitor	
Play Director		Play Director		Play Director	
Leehiscan & Publ.		Leehiscan & Publ.		Leehiscan & Publ.	
Robotics		Robotics		Robotics	

Supplementals
Appendix B

Base Salary $38,766 2025-26 SUPPLEMENTAL SCHEDULE		Base Salary $39,929 2026-27 SUPPLEMENTAL SCHEDULE		Base Salary $41,127 2027-28 SUPPLEMENTAL SCHEDULE	
GROUP G	3.00%	**GROUP G**	3.00%	**GROUP G**	3.00%
NHS Advisor	**$1,163**	NHS Advisor	**$1,198**	NHS Advisor	**$1,234**
SADD		SADD		SADD	
Foreign Language Club		Foreign Language Club		Foreign Language Club	
Art Club		Art Club		Art Club	
Pep Club		Pep Club		Pep Club	
Public Relations	7.00%	Public Relations	7.00%	Public Relations	7.00%
Department Chairs Grades 6 - 12:	**$2,714**	Department Chairs Grades 6 - 12:	**$2,795**	Department Chairs Grades 6 - 12:	**$2,879**
Math		Math		Math	
ELA		ELA		ELA	
Social Studies		Social Studies		Social Studies	
Science		Science		Science	
Special Ed.		Special Ed.		Special Ed.	
Non-Core		Non-Core		Non-Core	
Student Council	3.00%	Student Council	3.00%	Student Council	3.00%
High School	**$1,163**	High School	**$1,198**	High School	**$1,234**
	3.00%		3.00%		3.00%
Middle School	**$1,163**	Middle School	**$1,198**	Middle School	**$1,234**
	3.00%		3.00%		3.00%
Elementary	**$1,163**	Elementary	**$1,198**	Elementary	**$1,234**
Lead NNPS	5.00%	Lead NNPS	5.00%	Lead NNPS	5.00%
Lead JH/HS PBIS	**$1,938**	Lead JH/HS PBIS	**$1,996**	Lead JH/HS PBIS	**$2,056**
Lead Elementary PBIS		Lead Elementary PBIS		Lead Elementary PBIS	
Lead Mentor Teacher	4.00%	Lead Mentor Teacher	4.00%	Lead Mentor Teacher	4.00%
	$1,551		**$1,597**		**$1,645**
Mentor Teacher	3.00%	Mentor Teacher	3.00%	Mentor Teacher	3.00%
	$1,163		**$1,198**		**$1,234**

Supplementals
Appendix B

Base Salary $38,766 2025-26 SUPPLEMENTAL SCHEDULE		Base Salary $39,929 2026-27 SUPPLEMENTAL SCHEDULE		Base Salary $41,127 2027-28 SUPPLEMENTAL SCHEDULE	
Band Director	16.00% **$6,203**	Band Director	16.00% **$6,389**	Band Director	16.00% **$6,580**
Assistant Band Director	4.00% **$1,551**	Assistant Band Director	4.00% **$1,597**	Assistant Band Director	4.00% **$1,645**
Pep Band	3.00% **$1,163**	Pep Band	3.00% **$1,198**	Pep Band	3.00% **$1,234**

APPENDIX C

LEETONIA EXEMPTED VILLAGE SCHOOL DISTRICT

GRIEVANCE FORM - #_____

INFORMAL STEP

GRIEVANT SIGNATURE: _____ DATE_____

ADMINISTRATOR SIGNATURE: _____ DATE_____

STEP ONE

GRIEVANT:_____ POSITION:_____

BUILDING:_____ DATE FILED:_____

DATE OF ACTION THAT CAUSED THIS GRIEVANCE TO BE FILED:_____

DATE OF THE INFORMAL HEARING:_____

STATEMENT OF THE GRIEVANCE (include specific article in the allegedly violated, misinterpreted, or misapplied):

_____

_____

_____

_____

_____

RELIEF SOUGHT:

_____

_____

_____

_____

_____

GRIEVANT SIGNATURE:_____ DATE:_____

DISPOSITION OF GRIEVANCE (Level One):

_____

_____

_____

_____

_____

ADMINISTRATOR SIGNATURE:_____ DATE:_____

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO STEP TWO.

GRIEVANT SIGNATURE:_____ DATE:_____

Attachments may be used as necessary.

DISPOSITION OF GRIEVANCE (Level Step Two):

_____

_____

_____

_____

_____

_____

ADMINISTRATOR SIGNATURE:_____ DATE:_____

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO STEP THREE.

GRIEVANT SIGNATURE:_____ DATE:_____

APPENDIX D

PASC $250/$500 Plan w/Rx-D

	$250 Deductible Plan	
	In-Network	**Out-of-Network**
Deductible - Single/Family	$250/$500	$500/$1,000
Coinsurance	90%	70%
Coinsurance Max (Excl. Ded.)	$750/$1,500	$1,500/$3,000
Total Out-of-Pocket Maximum	$1,000/$2,000	$2,000/$4,000
Office Visit PCP/Specialist	$10/$20	30% after deductible
Surgical Services	$10/$20	30% after deductible
Urgent Care	$35	30% after deductible
Immunizations	$10/$20	30% after deductible
Allergy Testing	$10/$20	30% after deductible
Routine Physical Exam (18+)	100%	100%
Well Child Care	100%	100%
Routine Mammogram	100%	100%
Routine Pap Test	100%	100%
Surgical Services	10% after deductible	30% after deductible
Diagnostic Services	10% after deductible	30% after deductible
Emergency Room - Emergency	$75 copay	$75 copay
Speech Therapy	$20 per visit	30% after deductible
Physical/chiro/occupational	$20 per visit	30% after deductible
Semi-Private Room & Board	10% after deductible	30% after deductible
Maternity	10% after deductible	30% after deductible
Skilled Nursing Facility	10% after deductible	30% after deductible
Durable Medical Equipment	10% after deductible	30% after deductible
	Rx D	
Generic	$15	
Formulary Brand	$25	
Non-Formulary Brand	$40	
Mail Order	$30/$50/$80	

APPENDIX E
HEALTH REIMBURSEMENT ACCOUNT LEVELS

2022-2025 School Year

Status Level	Single	Family
Platinum	$100	$200
Gold	$75	$150
Silver	$50	$100
Bronze	$25	$50

Each eligible employee who reaches the specific status level will have the associated dollar amount loaded on a debit card. The reimbursement levels are "stackable", i.e. the dollar amounts accumulate for each status level achieved. For example, in 2022-2025, if an employee on the family plan reaches Gold status level, they will receive a total of $300 to use for expenses. They will receive $50 upon reaching Bronze, another $100 when they reach Silver and $150 more when they reach Gold status.

At the end of the Run out period plan year (July 31), Employees who reach Platinum status can carry over 100% of your account balance will rollover to the new plan year with a maximum accumulation of $250 (Single) or $500 (Family). Employees who reach Gold status can carry over 75% of your account balance rollover. Employees who reach Silver status can carry over 50% of your account balance rollover. This rollover will take place withing the first week of August.

APPENDIX F

LEETONIA EXEMPTED VILLAGE SCHOOL DISTRICT

APPLICATION FOR ASSAULT LEAVE

EMPLOYEE'S NAME _____

SCHOOL ASSIGNED _____

The undersigned says that _____ is making application for the use of
he/she

Assault Leave as provided through negotiations commencing with the 1980-1981 school year. In order to comply with this negotiated agreement, this employee was assaulted while in the course of his/her employment on school premises or while in attendance at an official school function and disabled from such assault.

The undersigned, in order to be eligible for assault leave, will within a period of five (5) days comply with the following requirements:

A. Apply for Workman's Compensation Benefits

B. Make a written statement concerning the assault on the attached form.

C. Agree to file criminal and/or civil prosecution against the person or persons involved.

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

_____ _____

Date Submitted Employee's Signature

Approved _____ Approved or Disapproved by:

Disapproved _____ _____

Date: _____

APPENDIX G

WRITTEN STATEMENT CONCERNING ASSAULT

Name:_____

Address:_____

_____

School Attending:_____

Where Occurred:_____

Person or Persons Involved:_____

_____

Date and Time:_____

Activity:_____

Cause of Assault:_____

FACTUAL STATEMENT OF ASSAULT:

_____

_____

_____

_____

_____

_____

_____

_____

_____

EVALUATION PROCEDURES FOR OTES BARGAINING UNIT MEMBERS

https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Ohio-Teacher-Performance-Evaluation-Rubric-OTES-2-0.pdf.aspx?lang=en-US

TEACHER EVALUATION PERFORMANCE RUBRIC

https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Ohio-Teacher-Performance-Evaluation-Rubric-OTES-2-0.pdf.aspx?lang=en-US

SCHOOL COUNSELOR EVALUATION

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/School-Counselor-Evaluation-Framework-04-15-2016.pdf.aspx

OTES SELF ASSESSMENT SUMMARY TOOL

https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Teacher-Self-Assessment.pdf.aspx?lang=en-US

OTES PERFORMANCE EVALUATION RUBRIC

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-Rubric_Protected-051816.docx.aspx

OTES PROFESSIONAL GROWTH PLAN

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-blank-PGP_Protected-051216.docx.aspx

OTES IMPROVEMENT PLAN

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-improvement-plan_Protected-051216.docx.aspx

OTES POST-OBSERVATION CONFERENCE PLANNING

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-Post-Conference-Planning_Protected-051616.docx.aspx

OTES CLASSROOM WALKTHROUGHS AND INFORMAL OBSERVATIONS

https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Walkthrough_Informal-Observation-Forms.pdf.aspx?lang=en-US

OTES FINAL SUMMATIVE RATING

https://education.ohio.gov/Topics/Teaching/Educator-Evaluations/Teacher-Evaluations/OTES-2-0-Evaluation-Requirements-for-Teachers-Rate

OSCES SELF-ASSESSMENT SUMMARY TOOL

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/Resources-for-School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-self-assessment_Protected-051216.pdf.aspx?lang=en-US

OSCES PERFORMANCE EVALUATION RUBRIC

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-Rubric_Protected-051816.docx.aspx

OSCES PROFESSIONAL GROWTH PLAN

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-blank-PGP_Protected-051216.docx.aspx

OSCES IMPROVEMENT PLAN

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-improvement-plan_Protected-051216.docx.aspx

OSCES POST-OBSERVATION CONFERENCE

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-Post-Conference-Planning_Protected-051616.docx.aspx

OSCES INFORMAL OBSERVATION

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-Informal-Observations_Protected-051220166.docx.aspx

OSCES FINAL SUMMATIVE RATING

https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-final-summative-rating_Protected-051616.docx.aspx

SPEECH-LANGUAGE PATHOLOGIST PRE-CONFERENCE PLANNING TEMPLATE, SELF-ASSESSMENT AND EVIDENCE DOCUMENTATION, & RUBRIC

https://www.asha.org/siteassets/uploadedFiles/SLPs-Performance-Assessment-Contributions-Effectiveness.pdf

SCHOOL NURSE EVALUATION FORM

https://docs.google.com/document/d/1mND7NFI8ofBqCaRaVcmJVqB2Mm3ZxnZnFkHTdksp5ns/edit#