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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER CONTRACT

**LOWELLVILLE LOCAL
BOARD OF EDUCATION**

and the

LOWELLVILLE EDUCATION ASSOCIATION

September 1, 2010 - August 31, 2013

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ARTICLE I

RECOGNITION

1.01 Recognition of Association

The Lowellville Board of Education, hereinafter referred to as the Board, recognizes the Lowellville Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative of all the non-administrative certificated personnel employed under a regular teaching contract. All other employees and positions in the school district are excluded from the bargaining unit.

1.02 Tutors

Regularly employed, hourly paid in-school tutors are also included in the bargaining unit, with the express understanding that tutors are paid on an hourly basis as needed and not in accordance with the salary schedule included in this collective bargaining agreement.

1.021 Compensation

The hourly rate for tutors shall be Seventeen Dollars and Twenty Cents (\$17.20) for the 2010-2011 school year, Seventeen dollars and Fifty – One Cents (\$17.51) for the 2011-2012 school year, and Seventeen Dollars and Eighty-Six Cents (\$17.86) for the 2012-2013 school year. Any increase shall be commensurate with the percentage increase at the BA-0 step.

1.022 Sick Leave

Tutors shall be entitled to sick leave in accordance with provisions outlined in this Agreement if employed full time. Full time shall mean a person who works five (5) periods per day. If employed less than full time, tutors shall receive a pro-rata amount of sick leave commensurate with the time worked.

1.023 Personal Leave

Tutors shall be entitled to three (3) personal days if employed full time. If employed less than full time, tutors shall receive a pro-rata amount of personal leave commensurate with the time worked. All personal days are on a per school year basis and unused personal days may be converted to sick days up to the maximum amount allowed in the Agreement.

1.024 Insurance Fringe Benefits

Tutors are eligible for single insurance fringe benefits specified in this Agreement if employed full time. If employed less than full time, tutors shall receive a pro-rata amount of single insurance fringe benefits commensurate with the time worked.

1.025 Employment Contract

Tutors are eligible for one-year employment contracts only. They are not eligible for multiple-year contracts or continuing contracts. It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation and duration of contract addressed in the Ohio Revised Code including, but not limited to, O.R.C. 3319.08, 3319.11 and 3319.111.

1.026 Work Hours

Tutors shall not have their hours arbitrarily or capriciously reduced.

1.027 Restrictions

Tutors are entitled to the specific rights delineated in this Article and all other rights of other bargaining unit members not limited by this Article. Tutors are also bound by any and all restrictions to those rights which apply to other members of the bargaining unit except as specifically provided for in this Article.

1.028 Posting and Application Rights

Tutors shall be mailed notification of vacancies at the same time as other members of the bargaining unit during the weeks school is not in session.

When filling the classification of classroom teacher, the applicant for the position described above will be granted the following: The tutor will be given priority consideration for placement over outside applicants. They must be granted an interview, if interviews are given. This shall not require the Board of Education to fill the vacancy with such applicants.

1.029 Bumping Rights

Tutors may not bump into the classification of classroom teachers, and classroom teachers may not bump into the classification of tutors. However, tutors shall accrue seniority on a districtwide basis.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 Request for Negotiations

Not earlier than one hundred twenty (120) days nor later than ninety (90) days before the contract expires, either party may notify the other of a desire to commence bargaining. Such notification shall be in writing. It shall be directed to the Superintendent, if from the Association, and to the Association President, if from the Board.

2.02 Exchange of Proposals

1. Within thirty (30) calendar days after such notice, the initial meeting will be held for the purpose of the parties to submit in writing all of their proposals for negotiations. The parties may not submit additional items except with the consent of the other party. Original proposals shall be in writing in language suitable for inclusion in the Agreement.
2. Meetings shall be held in private and at a time and place mutually agreed to by the parties.

3. When it is mutually agreed that a negotiations session shall take place during the school day, Association team members shall be released from regular duties during the session.

2.03 Composition of the Negotiating Team

The negotiating teams shall consist of not more than five representatives or designees of the Association and five representatives or designees of the Board.

Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counterproposals and indicate tentative agreement on behalf of the parties.

2.04 Exchange of Information and Views

Each party shall inform their respective constituents that interim reports concerning the progress of negotiations are confidential to those constituents.

By mutual consent, joint ad hoc study committees may be appointed to research, study, and develop reports and recommendations relative to matters under consideration. The committee shall operate under the procedures approved by the parties involved and shall report all of their findings directly to them.

2.05 Subjects of Negotiations

The subjects of negotiations shall be limited to salary, fringe benefits, and terms and conditions of employment.

2.06 Miscellaneous

- a. Either party may call for a caucus of up to thirty (30) minutes.
- b. Bargaining sessions shall last a maximum of three (3) hours.
- c. Any time limits established under the Negotiations Procedure Article may be modified by mutual agreement.
- d. Days shall mean calendar days unless specified otherwise.

2.07 Agreement

- a. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue(s), subject to finalization by ratification by the membership of the Association and/or adopted by the Board.
- b. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. The Association shall vote on the tentative agreement within fifteen (15) days of the date agreement is reached. The Board shall vote on the tentative agreement within thirty (30) days of the date agreement is reached.
- c. When the agreement is adopted by the Board, it shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board's representative and by the Association's representative.
- d. No provision or the application of any provision of the resulting agreement shall discriminate against any bargaining unit member due to membership or non-membership in the Association.

2.08 Disagreement

- a. If agreement is not reached during negotiations as set forth herein, either party may declare negotiations at impasse after sixty (60) days from the initial meeting by written notice to the other party. Within seven (7) days after receipt of such written notice by the other party, the parties shall mutually request the services of the Federal Mediation and Conciliation Service (FMCS). Said mediation shall be conducted in accordance with the rules, regulations, and procedures of the Federal Mediation and Conciliation Service.
- b. The fees of the mediator, if any, will be shared equally by the parties.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 Definitions

- 3.011 A "grievance" is an alleged violation, misapplication, or misinterpretation of a specific article or section of this Agreement. Therefore, no grievance may be based upon any allegation of any advantage, right, or benefit not expressly stated by a specific written article or section of this Agreement.
- 3.012 "Days" shall refer to workdays and, in the summer, days the Board office is open. The number of days at each step will be considered the maximum.
- 3.013 An "aggrieved party" is the teacher or teachers who submit(s) a grievance.

3.02 Rights of the Grievant and the Association

- 3.021 A teacher may submit grievances which affect him/her personally. The Association may submit a class action grievance on behalf of the entire Association or a group of teachers who are affected by an alleged violation, misapplication or misinterpretation of a specific article or section of the Agreement in exactly the same manner.
- 3.022 The aggrieved teacher may, at his/her own option, be represented during the grievance procedure by the Association, including an OEA UniServ Consultant. The Association shall assume full and complete responsibility for representation of all bargaining unit members. Any failure of fair representation shall in no way involve the Board or the administration, but shall be the responsibility of the Association. In class action grievances on behalf of the entire Association or by a group of teachers, the total number of persons representing the Association or group shall be not more than three (3) at any and all steps of the grievance procedure, except arbitration if more than three (3) witnesses are needed.
- 3.023 No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

3.03 Time Limits

3.031 *The preparation and processing of grievances shall be conducted before or after school.*

3.032 *The time limitations set forth hereinafter for the submission of a grievance at any step shall be deemed of essence, and the failure to submit a grievance within the time specified shall be deemed a withdrawal of that grievance. Furthermore, failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.*

3.04 Grievance Procedure

Step One

Before submission of a written grievance, the aggrieved party must discuss it with and attempt to resolve it informally with the immediate superior/principal. The aggrieved party will say that the discussion will pertain to a possible grievance.

Step Two

If the grievance is not resolved under Step One, and the aggrieved party wishes to proceed to Step Two, the aggrieved party must submit the grievance in writing to the immediate superior/principal not later than ten (10) days after the occurrence of the act or condition upon which the grievance is based. The immediate superior/principal shall meet with the aggrieved party and one teacher employed by the Board who is a member of the Association with respect to the grievance and shall deliver to the aggrieved party a written statement in response to the grievance no later than ten (10) days after such conference.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the aggrieved party may submit a copy of the written grievance along with a written request for a meeting with the Superintendent of Schools. This written information shall not be submitted later than five (5) days after receipt of the answer under Step Two. The Superintendent (or his/her designated representative) alone, or with

the aggrieved party's immediate superior/principal and/or one other person shall meet with the aggrieved party and one teacher employed by the Board who is a member of the Association and one (1) representative of the Association (which may be an OEA UniServ Consultant) and shall deliver to the aggrieved party a written statement of position not later than ten (10) days after such conference.

Step Four

If the grievance is not resolved under Step Three, the aggrieved party may, not later than ten (10) days after receipt of the answer under Step Three, refer the grievance to arbitration by notifying the Cleveland Office of the American Arbitration Association (AAA). A copy of such request shall be forwarded to the Superintendent and to the President of the Association. An arbitrator shall be selected using the alternate strike procedure and either party may request a second list.

- a. The arbitrator shall be empowered only to base his/her decision upon some specified article and section of this agreement and shall have no power to add to, subtract from, disregard, alter, or modify this agreement by implication or otherwise. He/she shall neither imply nor infer obligations or conditions binding on the parties from this Agreement except as explicitly set forth herein.
- b. The decision of the arbitrator, if rendered within and in accordance with the above-stated power, shall be issued within twenty (20) days from the date of the close of the hearing and shall be final and binding on the Board, the Association, and the grievant(s).
- c. Cost of Arbitration

The fees and expenses of the arbitration shall be paid equally by the Board and the Association or the grievant if the Association has chosen not to process the grievance. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE IV

RIGHTS

4.01 Board of Education Rights

Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board to:

- 4.011 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
- 4.012 Direct, supervise, evaluate, or hire employees;
- 4.013 Maintain and improve the efficiency and effectiveness of governmental operations;
- 4.014 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 4.015 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 4.016 Determine the adequacy of the work force;
- 4.017 Determine the overall mission of the Board as a unit of government;
- 4.018 Effectively manage the work force;
- 4.019 Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive

representative may raise a legitimate complaint or file a grievance based on the collective bargaining Agreement.

4.02 Association Rights

- 4.021 The bargaining agent shall have the sole and exclusive organizational rights to process grievances under this Agreement.
- 4.022 The bargaining agent shall have the sole and exclusive organizational right to use school mailboxes.
- 4.023 The bargaining agent shall have the sole and exclusive organizational right to payroll deduction of dues and/or service fees, if required.
- 4.024 The bargaining agent shall have the sole and exclusive organizational right to the exclusive use of a bulletin board designated by the principal in each building.
- 4.025 The bargaining agent shall have the sole and exclusive organizational right to have building meetings before or after school provided that said meetings do not interfere with the commencement or the ending of the school day. The building principal shall have at least twenty-four (24) hours advance notification of meetings.
- 4.026 The Association may use school equipment such as copiers, computers, typewriters, e-mail system, etc., for Association business with the permission of the building principal, if present. If principal is not present, the permission of Superintendent or Treasurer is necessary.
- 4.027 The Association may pick up a copy of the Board agenda when it is ready for distribution.
- 4.028 The Association shall have the right to address staff members at any staff meeting.
- 4.029 Service Fee
 - 4.0291 All teachers who are not members of the Association shall pay a monthly service fee equivalent to the monthly dues uniformly required of such members, not including initiation fees,

finas or assessments, as certified by the Association to the Treasurer before the first pay of each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

- 4.0292 Such service fee shall be automatically deductible in equal installments beginning with the first paycheck of the school year.
- 4.0293 The Board will provide the Association with a single printout (a copy of the printout from the payroll) showing the nonmember teachers from whom such service fees were deducted. This printout will be given to the LEA Treasurer after each payday.
- 4.0294 The foregoing provisions regarding service fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09 (C) and all other applicable law of the subject matter.
- 4.0295 The Lowellville Education Association agrees to defend, indemnify and hold harmless the Board, its individual members, the Superintendent, Treasurer, and other members of the Administration, in any claim, demand, action or cause of action brought to contest collection or other elements of administration of the Service Fee.

ARTICLE V

LEAVES

5.01 Sick Leave

5.011 Annual Allowance

Teachers shall be granted sick leave on the following basis:
one and one-quarter (1 ¼) days for each completed month

of service, or fifteen (15) days for each completed year of service.

5.012 Manner of Calculation

Any sick leave earned or unused in prior employment with another public school district or other agency of the State of Ohio shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the teacher's account at the time of employment in the manner prescribed by state law.

5.013 Accumulated Sick Leave

The maximum number of sick leave days accumulated shall be two hundred fifty (250).

5.014 Approved Use of Sick Leave Days

Sick leave may be used by all teachers for those reasons and situations enumerated in the State Statute (O.R.C. 3319.141).

5.015 Definition of Immediate Family

As applied to absence because of illness, injury, or death in the employee's immediate family, the immediate family shall include the husband, wife, children, father, mother, brothers, sisters, grandparents, mother-in-law and father-in-law.

5.016 Exhaustion of Sick Leave (Continued Fringes)

In the event a teacher uses all of his/her sick leave, the Board shall provide fringe benefits as per this Contract for up to ninety (90) days following the exhaustion of the sick leave benefits provided, however, that as a condition of said payment the teacher furnished the Board written verification from a physician of the need for the teacher to remain away from employment. In the event benefits provided by the Board are exhausted, the teacher may, upon approval of the respective insurance carrier, continue any or all benefits by making payment to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.017 Falsification of Certificates

Falsification of either the physician's certificate, if submitted, or the member's statement is grounds for suspension or termination of employment.

5.018 The Superintendent may require any employee utilizing five (5) consecutive sick leave days to be examined by a physician. For sick leave use to continue, the physician must certify the employee's need for sick leave.

5.019 An employee who needs more than five (5) sick leave days for the death of a member of the employee's immediate family will submit a notice for an extended leave.

5.02 Military Leave

Any member of the bargaining unit who is drafted into any branch of the armed forces of the United States, or is called to active duty service with a reserve unit, shall be reinstated in his/her position, or an equivalent position, when honorably discharged from such service.

Application for reinstatement shall be made within ninety (90) days from the date of said release or discharge from military service. Nothing in this article shall limit the Board of Education from exercising any rights, freedoms, choices, or options granted to it by the Ohio Revised Code pertinent to military leave.

5.03 Assault Leave

Assault leave shall be granted to a teacher who is unable to work, and who, therefore, is absent from his/her assigned duties because of a physical disability resulting from a physical assault which assault is clearly unprovoked. Said leave shall not be charged against sick leave. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of fifteen (15) working days. An employee shall be granted assault leave according to the following rules:

- a. The incident, resulting in the absence of the teacher, must have occurred when the teacher was on duty during the course of employment with the Lowellville Local Board of Education while on the Board-owned premises or when he/she was required to

be in attendance at a Board-approved or sponsored activity/event on or off Board premises or otherwise clearly preceding from his/her employment by the Lowellville Local Board of Education. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any employee of the Board, including the assaulted teacher, having information relating to such assault shall, as soon as possible, prepare a written statement, giving all facts within the teacher/employee's knowledge regarding said assault (the written statement shall include the time, date, place, and circumstances of the assault; the names of all persons who committed the assault, and the names of witnesses). The employee(s), including the teacher assaulted, shall sign said statement and present it to the building principal or immediate supervisor.

- b. To qualify for assault leave, the teacher shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested, by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.
- c. An employee shall not qualify for payment for assault until the assault leave form and any requested physician's statement have been submitted to the Superintendent.
- d. Employees shall not be permitted to accrue assault leave.
- e. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.
- f. Falsification of a statement for assault leave by a teacher is grounds for suspension or termination of employment at the discretion of the Board of Education.
- g. Such assault shall be reported to the police by the teacher. The teacher shall press charges against any adult involved in the assault.
- h. Assault leave shall not be given to a teacher if the assault was committed by an employee of Lowellville Local Schools.

5.04 Sabbatical Leave

Tenured certified personnel, after serving the Lowellville Local Schools seven (7) years, may apply for a one (1) school year sabbatical leave. Such leave will be granted, based upon the Superintendent's recommendation, by the Board of Education. Sabbatical leaves shall be without pay.

- a. The applicant must submit to the Superintendent by February 15 (fifteen), his/her application describing the advance study program for the leave including the name of the university or college at which he/she has been accepted. At the conclusion of the leave period, he/she shall provide evidence that the program was followed.
- b. Hospitalization and insurance will not be paid by the Board of Education, but may be purchased by the teacher at the discretion of the Treasurer.
- c. A leave year shall not count for advancement in years of experience on the salary schedule. In cases where additional hours or degree earned would place him/her in a different pay column, movement to a new column would occur.
- d. Sabbatical leave may be granted to no more than one teacher each school year. No teacher may be granted sabbatical leave concurrent with or for a year immediately following maternity leave or any other extended leave.
- e. A teacher may be granted up to two sabbatical leaves in a lifetime. At least seven (7) years of uninterrupted full-time teaching service shall occur before an individual teacher may be granted a second leave.

5.05 Personal Leave

- a. Each teacher may use three (3) personal leave days per year. One (1) of these three days will be unrestricted. The reason for requesting an unrestricted personal leave day need not be given. Unused personal leave may be added to accumulated sick leave provided it does not exceed maximum balance allowed by current Agreement.
- b. Use of restricted personal leave will be permitted for the following:

1. Accidents involving the employee, immediate family, or the property of each.
2. Court appearance as litigant or witness.
3. Observation of religious holiday requiring total abstinence from work.
4. Graduation exercises for the employee, spouse, or child of the employee.
5. Jury duty.
6. School visitation with Superintendent approval.
7. Other emergencies which cannot be met at any other than work time, as approved by the Superintendent.
8. Emergencies resulting from an act of God which could not have been anticipated or averted. (Days could not be used to be excused because of snow in the area in which an employee lives when school is in session in Lowellville.)
9. Professional consultation which cannot be handled at any other than work time.
10. With rare exception, approval for personal leave must be obtained from the Superintendent at least two (2) school days in advance of the need to use the leave. The rare exception would be in cases of emergency when obtaining advance approval would be impossible.
11. With rare exception, personal leave cannot be used the first week or the last week of school.
12. Personal leave days cannot be used the day before a scheduled school recess. With rare exception, personal leave cannot be used the day following the last day of a scheduled school recess.
13. Personal leave days cannot be used for outside employment or personal recreation.

14. Personal leave may be denied after May 1st (unless for emergency) if there are more than two requests for the same day.

c. No more than three (3) teachers may be on personal leave on the same day unless this restriction is waived by the Superintendent.

5.06 Parental Leave of Absence

5.061 Definition

A "parental leave" is defined as absence from school without pay by a teacher who is pregnant, is adopting a child, or is to become a parent by reason of pregnancy of his spouse.

5.062 Notification of Pregnancy

In the event that a teacher becomes pregnant, the teacher shall, as soon as possible, notify the Superintendent. Said notification of the condition of pregnancy shall be at the end of the fifth month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:

- a. A medical certificate signed by the teacher's physician confirming the pregnancy.
- b. The medical certificate shall indicate the anticipated *birth date of the baby*.
- c. In the event a teacher may desire a parental leave, the teacher's statement should include the approximate date of the commencement of said leave.

5.063 Procedure for Parental Leave

A teacher who desires parental leave shall notify the Superintendent at least thirty (30) days in advance of the commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of said leave. In emergency and unusual situations, the thirty (30) day written notification requirement shall be waived by the Superintendent of Schools.

5.064 Term of Parental Leave

All parental leaves may be for the remainder of the school year in which the child is born or adopted and the next succeeding school year. Said leave shall begin on the first day of the parental leave and the teacher shall notify the Superintendent as to the teacher's intention regarding the return to employment no later than thirty (30) days prior to the expiration of said leave when such leave is for twelve (12) months or more. If the teacher indicates his/her intention to return to work, he/she shall follow the same procedure enumerated in all subsequent sections of the Parental Leave policy. Upon approval of the Superintendent and upon assuring of a special circumstance, a parental leave of absence may be extended for a period not to exceed one (1) school year.

All insurance coverage provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on parental leave, upon the payment of the premium by the teacher to the Treasurer at the beginning of each month.

5.065 Termination of Parental Leave

Upon written request of the teacher to the Superintendent, which shall be tendered no later than April 1, a parental leave of absence may be terminated at any time after the birth of the child under the following conditions:

- a. In the case of a teacher who was pregnant, the teacher will be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is physically able to resume full time employment. In the case of a teacher who has adopted a child or whose wife has been pregnant, the teacher will be declared eligible to return to regular duties upon notification by the teacher to the Superintendent, said notice to be by April 1 or six months from the delivery of the child, whichever comes first.

The teacher shall be permitted to use all of the leave period stated in 5.065 a. of this Section.

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- b. Return to duties will be guaranteed no later than the first work day of the school year following the date that the individual is declared eligible for reinstatement (as prescribed in 5.065 a. above).
 - c. After reinstatement eligibility has been determined (as prescribed in 5.065 a. above), the Superintendent of Schools may recommend reassignment to duty at an earlier time than that which is stated herein. It is further understood reassignment to duty in all cases of parental leave shall be in accordance with the recommendation of the Superintendent of Schools and the needs of the school system and that no employee will be placed in a position for which the employee is *not certified*.

5.066 Use of Sick Leave for Pregnancy Purposes

A teacher shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where a teacher is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a Medical Leave of Absence without pay for not more than one full school year. Such leave may be extended for a period not to exceed an additional school year due to special circumstances upon approval of the Superintendent of Schools.

All insurance coverage provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on such leave, upon payment of the premium by the teacher at the beginning of each month to the Treasurer.

The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that a teacher is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

Sick leave may not be used by a teacher taking parental leave for the pregnancy of his spouse or the adoption of a child except for those reasons listed in the Ohio Revised Code 3319.141.

5.07 Sick Leave Bank

5.071 Establishment

- A. Each bargaining unit member may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period is from August 20 through September 15 of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.
- B. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee.
- C. If 10 participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.

5.072 Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Sick Leave Bank will be limited to personal illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit member's dependent children. A doctor's statement is required with the application in order to be considered.
- C. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
- D. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period, but not to exceed fifteen (15) days maximum. Additional days may be granted at the discretion of the Sick Leave Bank Committee, provided the request for additional days receives a two-thirds positive vote of the full Committee.

-
- E. Each member of the Sick Leave Bank shall be required to contribute one (1) day per year to the Bank.

5.073 Sick Leave Bank Committee

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Lowellville Local School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
 - 1. Superintendent of Schools of the Lowellville Local School District or his/her designee.
 - 2. The Lowellville Education Association President or his/her designee.
 - 3. One Lowellville Local School District business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the Lowellville Local School District.
 - 4. Two bargaining unit members. These members are to be appointed by the Lowellville Education Association President.

Effort should be made with these appointments to provide bargaining unit representation from all levels.
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Lowellville Education Association President will

designate the chairperson prior to the first meeting of the SBC.

- D. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.
- E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.08 Emergency Leave

5.081 Entitlement

Emergency leave of absence from normal teaching duties up to a total of five (5) days per school year without pay may be granted by the administration.

5.082 Restrictions

Submission of satisfactory evidence acceptable to the administrator of an actual emergency situation shall be required. Falsification of the member's statement for the use of emergency leave shall be grounds for suspension or termination of employment.

5.09 Jury Duty

A bargaining unit member shall be entitled to leave for any time the member is required to perform jury duty. The Board shall pay the bargaining unit member's regular rate of pay. The member is entitled to keep the full amount received for jury duty.

ARTICLE VI

EMPLOYMENT PROCEDURES

6.01 School Year

The school year shall not exceed a maximum of one hundred eighty-four (184) days. One hundred eighty (180) days shall be days of instruction. The remaining four (4) days shall be utilized as follows:

- a. NEOEA Day

-
- b. Clerical Day
 - c. Two Inservice Days. The equivalent of 1/2 (one-half) day for either an LEA meeting and/or clerical duties.

6.02 Teacher Work Day

The teacher work days shall be seven (7) hours and fifteen (15) minutes. Exceptions to this shall be the following:

- a. Five (5) meetings per school year scheduled by the principal and/or Superintendent. None of these may extend more than one hour beyond the teacher work day.
- b. A reasonable number of small group meetings which would extend beyond the work day but not exceed five (5) per year without the teacher's concurrence.
- c. No teacher shall be required to attend more than two (2) evening school or school-related functions per school year.
- d. The school day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period.
- e. Conference period substitute pay is \$10.00 (ten dollars) per period. Each teacher who is requested to substitute during his/her conference period is to fill out a conference period *substitute form*, have it signed by the principal, and give it to the Assistant Treasurer. Pay for conference period coverage will be included in the second pay following the submission of the form.
- f. Show Days: LEA agrees to verbally encourage faculty to attend school (when practical) during student snow days.

6.03 Nondiscrimination

The Board and the Association agree that neither party shall discriminate against each other or against any member of the Employee Unit on the basis of race, color, age, creed, sex, religion, physical handicap, or marital status as applied to the terms of this Agreement.

6.04 Teacher Fair Dismissal

As prescribed by law for continuing contract teachers and limited contract teachers, except as otherwise set forth in this Agreement.

6.05 Job Security

As prescribed by law for continuing contract teachers and limited contract teachers, except as otherwise set forth in this Agreement.

6.06 Evaluation Procedures

Evaluations of Teachers shall be in accordance with the following:

- 6.061 Those persons holding the licenses set forth in O.R.C. Section 3319.111 shall be responsible for observing and evaluating the teachers in the District. Additional observations may be performed by other certified Administrators.
- 6.062 During the school year in which the Board may wish to declare its intention not to re-employ a limited contract teacher, the teacher will be evaluated a minimum of two (2) times. One evaluation shall be conducted and completed not later than January 15 and the teacher being evaluated shall receive a written report of the results of the evaluation not later than January 25. One evaluation shall be conducted and completed between February 10 and April 1 and the teacher being evaluated shall receive a written report of the results of the evaluation not later than April 10.
- 6.063 For each evaluation, the person conducting the evaluation shall observe the teacher on at least two (2) occasions for not less than thirty (30) minutes on each occasion.
- 6.064 The observer shall complete the Teachers Classroom Observations Form and Performance Rating (See Appendix C) for each observation performed.
- 6.065 The observation results will be documented on the Teacher Classroom Observation Form, one (1) form for each observation. The evaluator will give a copy of the completed observation form(s) to the teacher. Changes to the observation form may be made as a result of the conference following the observation. A conference will be held with the

teacher after the first observation in the evaluation cycle which ends on January 25 and after the first observation of the evaluation cycle which ends April 10. Each conference will normally be conducted within five (5) working days of the observation unless the administrator or the teacher is absent.

- 6.066 All observations and other documented items will be consolidated into the Teacher Summative Evaluation Form (Appendix D). A conference will also be held following each summative evaluation.
- 6.067 Should a teacher disagree with an Observation or the Summative Evaluation Form, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the appropriate form.
- 6.068 Continuing contract teachers will be observed a minimum of once every three (3) school years.
- 6.069 Copies of all completed Observation and Summative Evaluation Forms shall be distributed to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.
- 6.0610 All observations and evaluations will be written on the negotiated forms that are part of this Agreement. (See Appendices C and D.)
- 6.0611 Time limits may be extended by mutual agreement.
- 6.0612 When the overall performance of a teacher is less than satisfactory, the evaluator shall check the appropriate rating on the Teacher Summative Evaluation Form (Appendix D). The teacher shall have the right to request a conference with his/her evaluator following receipt of the summative evaluation form.
- 6.0613 The written report of the results of the evaluation shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

- 6.0614 It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation addressed in O.R.C. Sections 3319.11 and 3319.111.
- 6.0615 Limited contract teachers who are employed after July 1, 2004, and who have been employed two (2) or fewer years shall be notified by the Superintendent if they will not be recommended to the Board for rehiring for the next school year. Such notification shall be made at least ten (10) days prior to Board action on their contract. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to discuss the intended action on their contract.
- 6.0616 This nonrenewal procedure for such teachers supersedes all provisions of O.R.C. Section 3319.11 and O.R.C. Section 3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to O.R.C. Sections 3319.11 or 3319.111 or through the negotiated grievance procedure or other tribunal.
- 6.0617 After the two (2) year probationary period, a teacher who seeks relief from nonrenewal of a teaching contract may either pursue his/her rights under the collective bargaining agreement, including the right to the grievance procedure and arbitration or, at the teacher's option, pursue his/her statutory rights. Once selecting an option, the teacher is confined to the option.

6.07 Personnel Files

6.071 Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Superintendent's Office.

6.072 Restrictions

The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the personnel file.

6.073 Each item placed in the file after February 1, 2002, shall indicate the date it was placed in the file.

6.074 No material of a derogatory nature shall be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has reviewed the material by affixing his/her signature and the date to the copy to be filed. Said signature shall not be construed to indicate agreement with the contents of the signed document.

6.08 Non-Resident Student Attendance

Members of the bargaining unit represented by the Lowellville Education Association who are non-residents of the Lowellville Local School District shall be permitted to have their children attend school in the District tuition-free. However the district shall not be responsible for the cost associated with post secondary enrollment of a child enrolled under this provision.

6.09 Dress Code

"Inasmuch as it is felt that reasonably formal dress by the entire staff is beneficial to the educational process, proper and decent attire will be worn during the school day and at school related activities. Although this code is flexible due to the variability of weather conditions and the nature of the school activity, every effort should be made to wear proper attire at all times."

A review committee will be established to maintain the intent of the dress code and will be comprised of the following members:

1. An elementary staff member.
2. A high school staff member.
3. An administrator.
4. A member of the Board of Education.

A review committee will meet at a mutually convenient time to make determinations regarding the dress code.

6.10 Superintendent Advisory Committee

A Superintendent Advisory Committee shall be established to deal with building problems and other issues as they arise. The Committee shall not be used for hearing grievances. Committee shall consist of the Superintendent, the principal(s) and one representative from each of the following: primary, elementary and high school. The committee shall meet as needed.

6.11 Vacancies

6.111 Vacancy Defined

A vacancy shall be defined as a position that was previously held by a member of the Employee Unit which the Superintendent determines to fill or a position that is newly created.

6.112 Posting of Vacancies

- A. When it has been determined by the Superintendent that a vacated position shall become a vacancy or that a new position shall be created, the Superintendent or designee shall post notice of such vacancy for seven (7) workdays. The Association President shall be given a copy of each notice of vacancy on or before the date of its posting. During the summer recess, such notice shall be mailed to those employees not working at the time of the mailing of employee paychecks.
- B. Each notice of vacancy shall include the building(s) in which the vacancy exists, the grade level of the students to be supervised, and the qualifications required of each applicant. The qualifications required of any employee bidding on a vacant position shall be determined by the Superintendent and shall be consistent with the duties and responsibilities of the vacant position.

6.12 Lowellville Local Professional Development Committee (LLPDC)

There shall be a local five (5) member Professional Development Committee for the purpose of administering the licensure/certification renewal process. The Association shall be a full and equal partner with the administration in the planning, development, and implementation of the law as it relates to the Lowellville Local Professional Development Committee. In accordance with the law, a majority of the members of the LLPDC shall be practicing, classroom teachers.

The Committee shall be empowered according to law and determine its own structure, plans and criteria for approval of individual teacher education plans and CEU's. The new members of the committee shall have paid release time to be trained, The committee shall have release time to do the work of the LLPDC.

6.13 Effects of an Educational Aide

Hiring of an educational aide to cover study hall will not result in the displacement of any bargaining unit member.

6.14 Continuing Contract Eligibility

Persons eligible for a continuing service contract must submit a written request for consideration for a continuing contract along with supporting documentation on or before January 15th of the year in which they are eligible. If the documentation is not received by January 15, the teacher will have to wait until the following school year to be considered for a continuing contract, unless the restriction is waived by the Board.

ARTICLE VII

INSURANCES

7.01 Insurances: General Provisions

The Board shall self-insure and/or purchase the insurance coverage which meets or exceeds the specifications set forth below for each employee, so choosing, now or hereinafter employed, and his/her eligible dependents. The Board shall abide by the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272, Title XXII "Public Health Services Amendments."

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided on the effective date of this Agreement. The Association shall be notified thirty (30) days in advance of any proposed change in carriers.

Dependents nineteen (19) years of age or older up to 25 years of age will only be covered if they are full-time qualified students.

7.02 Specific Coverages

7.021 Comprehensive Major Medical Coverages

All employees shall fall under the Terms listed in the Mahoning County Consortium "Core" Plan booklet as agreed upon.

7.021 a. Health Care Coverage Fees

Beginning on 7/1/10, full-time bargaining unit members shall enroll in one of four tiers available for insurance and contribute 10% of coverage fees each year of the collective bargaining agreement.

7.022 As per agreed upon Prescription, Dental and Vision plans which can be made available separately.

7.023 Term Life Insurance

The Board shall provide one hundred percent (100%) of the premium cost for group term life insurance in the amount of one hundred thousand dollars (\$100,000) which includes an equal amount (\$100,000) of accidental death and dismemberment coverage for each teacher now or hereinafter employed.

7.03 Part-time Employees

Part-time employees shall receive benefits proportional to their assignment, the remaining portion being the employees' responsibility.

7.04 Pre-existing Condition Limitation

Claims resulting from Preexisting Conditions, as defined in the Plan, are excluded from coverage under the Plan, except as specified below:

1. If the Covered Person does not receive medical care or services, including prescription drugs or other medical supplies either recommended or actually received, and is not under a Physician's care with respect to the Preexisting (or related) Conditions for a period of six (6) consecutive months beginning on or after the date participation in the Plan began, the Preexisting Conditions Exclusion will no longer apply and any eligible charges incurred after the treatment-free period will be considered; or
2. If the Covered Person is covered under the Plan for a period of time equal to twelve (12) consecutive months minus the Covered Person's period of Creditable Coverage, the Preexisting Conditions Exclusion will no longer apply and any eligible charges incurred thereafter will be considered.

7.05 Effective Date

Any new employee of the bargaining unit will have an effective coverage date of September 1 of the current school year, providing forms are turned in before the fifteenth of September of the current school year.

New employees are responsible for inquiring in the board office for all forms necessary to acquire coverage for prescription, hospitalization, dental and life insurance.

All forms to acquire hospitalization, prescription, dental, and life insurance must be filled out and turned in before September 15 of the current year. Failure to do so will delay coverage until the first of the following month, October, of the current school year.

If an employee is under his/her spouse's coverage and this coverage is lost due to job loss, death, layoff or divorce, proof of such loss must be provided to the Board office. The employee may then sign up for hospitalization, prescription, or dental coverage(s). Effective date will be the date of loss of coverage. If the employee does not have a special enrollment event as above and wishes to have

coverage that was previously waived, employee can only apply during the month of August to be effective September 1 of each year.

7.06 Insurance Booklet

A booklet detailing insurance coverages shall be provided to each Bargaining Unit member.

7.07 Exclusions

Exclusions in the health insurance plan: Health insurance claims resulting from participation in the following activities are specifically excluded from coverage:

- a. Sky diving
- b. Bungee jumping
- c. Motorcycle racing
- d. Auto racing or demolition derbies
- e. Aircraft or any other flying devices for recreation or stunts
- f. Participation in professional sports

ARTICLE VIII

COMPENSATION

8.01 Salary Schedule and Index

As currently provided with the following Base Salary increases:

2010-2011	1.50%
2011-2012	1.75%
2012-2013	2.00%

LOWELLVILLE K-12 SCHOOL
Effective September 1, 2010

Years Exp.	B.A.	BA + 20	M.A.	MA + 10	MA +20	MA +30
0	32218 1.0000	33185 1.0300	34795 1.0800	35601 1.1050	36406 1.1300	37212 1.1550
1	33713 1.0464	34679 1.0764	36448 1.1313	37254 1.1563	38059 1.1813	38865 1.2063
2	35208 1.0928	36174 1.1228	38101 1.1826	38906 1.2076	39712 1.2326	40517 1.2576
3	36703 1.1392	37669 1.1692	39754 1.2339	40559 1.2589	41365 1.2839	42170 1.3089
4	38198 1.1856	39164 1.2156	41407 1.2852	42212 1.3102	43017 1.3352	43823 1.3602
5	39693 1.2320	40659 1.2620	43059 1.3365	43865 1.3615	44670 1.3865	45476 1.4115
6	41187 1.2784	42154 1.3084	44712 1.3878	45518 1.4128	46323 1.4378	47128 1.4628
7	42682 1.3248	43649 1.3548	46365 1.4391	47170 1.4641	47976 1.4891	48781 1.5141
8	44177 1.3712	45144 1.4012	48018 1.4904	48823 1.5154	49629 1.5404	50434 1.5654
9	45672 1.4176	46639 1.4476	49670 1.5417	50476 1.5667	51281 1.5917	52087 1.6167
10	47,167 1.4640	48134 1.4940	51323 1.5930	52129 1.6180	52934 1.6430	53740 1.6680
11	48662 1.5104	49629 1.5404	52976 1.6443	53782 1.6693	54587 1.6943	55392 1.7193
12	50157 1.5568	51124 1.5868	54629 1.6956	55434 1.7206	56240 1.7456	57045 1.7706
13	51652 1.6032	52618 1.6332	56282 1.7469	57087 1.7719	57893 1.7969	58698 1.8219
14	53160 1.6500	54126 1.6800	57934 1.7982	58740 1.8232	59545 1.8482	60351 1.8732
15	54771 1.7000	55737 1.7300	59603 1.8500	60409 1.8750	61214 1.9000	62020 1.9250
16			61214	62020	62825	63631
Super- Max I	55871	56837	62314	63120	63925	64731
Super- Max II	56971	57937	63414	64220	65025	65831

LOWELLVILLE K-12 SCHOOL
Effective September 1, 2011

Years <u>Exp.</u>	<u>B.A.</u>	<u>BA + 20</u>	<u>M.A.</u>	<u>MA + 10</u>	<u>MA +20</u>	<u>MA +30</u>
0	32782 1.0000	33765 1.0300	35405 1.0800	36224 1.1050	37044 1.1300	37863 1.1550
1	34303 1.0464	35287 1.0764	37086 1.1313	37906 1.1563	38725 1.1813	39545 1.2063
2	35824 1.0928	36808 1.1228	38768 1.1826	39588 1.2076	40407 1.2326	41227 1.2576
3	37345 1.1392	38329 1.1692	40450 1.2339	41269 1.2589	42089 1.2839	42908 1.3089
4	38866 1.1856	39850 1.2156	42131 1.2852	42951 1.3102	43771 1.3352	44590 1.3602
5	40387 1.2320	41371 1.2620	43813 1.3365	44633 1.3615	45452 1.3865	46272 1.4115
6	41909 1.2784	42892 1.3084	45495 1.3878	46314 1.4128	47134 1.4378	47954 1.4628
7	43430 1.3248	44413 1.3548	47177 1.4391	47996 1.4641	48816 1.4891	49635 1.5141
8	44951 1.3712	45934 1.4012	48858 1.4904	49678 1.5154	50497 1.5404	51317 1.5654
9	46472 1.4176	47455 1.4476	50540 1.5417	51360 1.5667	52179 1.5917	52999 1.6167
10	47993 1.4640	48976 1.4940	52222 1.5930	53041 1.6180	53861 1.6430	54680 1.6680
11	49514 1.5104	50497 1.5404	53903 1.6443	54723 1.6693	55543 1.6943	56362 1.7193
12	51035 1.5568	52018 1.5868	55585 1.6956	56405 1.7206	57224 1.7456	58044 1.7706
13	52556 1.6032	53540 1.6332	57267 1.7469	58086 1.7719	58906 1.7969	59726 1.8219
14	54090 1.6500	55074 1.6800	58949 1.7982	59768 1.8232	60588 1.8482	61407 1.8732
15	55729 1.7000	56713 1.7300	60647 1.8500	61466 1.8750	62286 1.9000	63105 1.9250
16			62286 1.9000	63105 1.9250	63925 1.9500	64744 1.9750
Super- Max I	56829	57813	63386	64205	65025	65844
Super- Max II	57929	58913	64486	65305	66125	66944

LOWELLVILLE K-12 SCHOOL
Effective September 1, 2012

Years Exp.	B.A.	BA + 20	M.A.	MA + 10	MA +20	MA +30
0	33438 1.0000	34441 1.0300	36113 1.0800	36949 1.1050	37785 1.1300	38621 1.1550
1	34990 1.0464	35993 1.0764	37828 1.1313	38664 1.1563	39500 1.1813	40336 1.2063
2	36541 1.0928	37544 1.1228	39544 1.1826	40380 1.2076	41216 1.2326	42052 1.2576
3	38093 1.1392	39096 1.1692	41259 1.2339	42095 1.2589	42931 1.2839	43767 1.3089
4	39644 1.1856	40647 1.2156	42975 1.2852	43810 1.3102	44646 1.3352	45482 1.3602
5	41196 1.2320	42199 1.2620	44690 1.3365	45526 1.3615	46362 1.3865	47198 1.4115
6	42747 1.2784	43750 1.3084	46405 1.3878	47241 1.4128	48077 1.4378	48913 1.4628
7	44299 1.3248	45302 1.3548	48121 1.4391	48957 1.4641	49793 1.4891	50628 1.5141
8	45850 1.3712	46853 1.4012	49836 1.4904	50672 1.5154	51508 1.5404	52344 1.5654
9	47402 1.4176	48405 1.4476	51551 1.5417	52387 1.5667	53223 1.5917	54059 1.6167
10	48953 1.4640	49956 1.4940	53267 1.5930	54103 1.6180	54939 1.6430	55775 1.6680
11	50505 1.5104	51508 1.5404	54982 1.6443	55818 1.6693	56654 1.6943	57490 1.7193
12	52056 1.5568	53059 1.5868	56697 1.6956	57533 1.7206	58369 1.7456	59205 1.7706
13	53608 1.6032	54611 1.6332	58413 1.7469	59249 1.7719	60085 1.7969	60921 1.8219
14	55173 1.6500	56176 1.6800	60128 1.7982	60964 1.8232	61800 1.8482	62636 1.8732
15	56845 1.7000	57848 1.7300	61860 1.8500	62696 1.8750	63532 1.9000	64368 1.9250
16			63532 1.9000	64368 1.9250	65204 1.9500	66040 1.9750
Super- Max I	57945	58948	64632	65468	66304	67140
Super- Max II	59045	60048	65732	66568	67404	68240

8.04 General Conditions Affecting Salary Schedules

8.041 All Bachelor's Degree teachers will advance to SuperMax I following completion of Step #15 on the salary schedule. Bachelor's degree teachers will advance to Supermax II upon completion of twenty years of teaching experience.

8.042 All Master's Degree teachers will advance to Supermax I following completion of Step #16 on the salary schedule. Master's Degree teachers will advance to Supermax II upon completion of twenty years of teaching experience.

8.043 Longevity

Upon completion of 19 years of teaching in the Lowellville School District, Bargaining unit members shall receive fifty dollars (\$50) yearly for each year of work in the district with a cap of \$1200.00 per year. Payment will be made in the first regular pay in December of each year.

8.044 Any teacher assigned to Guidance, either full or part-time may be offered extended time on a supplemental contract. Such supplemental contract may be up to twenty (20) days. The rate of pay for such a supplemental contract would be the teacher's daily rate for each day worked.

8.045 Teachers who complete additional course work beyond the Bachelor's Degree or the Master's Degree, will receive credit on the salary schedule as indicated. These hours must be graduate semester hours. All courses taken previous to the effective date of this Agreement will not be affected by this provision. This provision has an effective date of September 1, 1998.

8.05 Payroll Deductions

Payroll deductions shall be available to members of the Association (Lowellville Education Association) bargaining unit for the following items:

A. Association dues.

B. Annuities - only to those agencies which have four (4) or more teachers enrolled. However, no teacher who is employed for the 2000 – 2001 school year and has had deductions for

annuities for a specific agency shall lose this service for deductions for that agency.

- C. Associated School Employees Credit Union.
- D. United Appeal.
- E. Federal withholding tax, state tax, and Lowellville city tax.
- F. State Teachers Retirement System.
- G. U.S. Federal Government Savings Bonds.
- H. The Fund for Children and Education.
- I. Any school district income tax which requires a deduction affected by a teacher's district of residence.

Items A, D, and G would be deducted from the first pay of the month; all others from each pay.

8.06 Pay Checks

Direct deposit shall be mandatory for all bargaining unit members starting in 2010-2011 school year.

8.07 Mileage

The Board shall pay for authorized automobile expense in an amount equal to the per mile allowance being utilized by the Lowellville Local Board of Education. Such payment shall be made at the end of each contractual year or at the time of separation of employment.

8.08 Supplementary Salary Schedule

		\$32,218	\$32,782	\$33,438
<u>POSITION</u>	<u>Percent</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Academic Challenge				
Advisor	3%	\$ 967	\$ 983	\$1,003
AM Duty	3.5%	1,128	1,147	1,170
Class Advisor – gr. 7	1%	322	328	334
Class Advisor – gr. 8	1%	322	328	334
Class Advisor – gr. 9	1.5%	483	492	502
Class Advisor – gr. 10	1.5%	483	492	502
Class Advisor – gr. 11	6%	1,933	1,967	2,006
Class Advisor – gr. 12	4%	1,289	1,311	1,338
Danceline Advisor	5%	1,611	1,639	1,672
Drama Club Advisor	5%	1,611	1,639	1,672
English Festival Advisor	1%	322	328	334
Environthon Advisor	2%	644	656	669
FTA Advisor	1%	322	328	334
Music – director	20%	\$6,444	\$6,556	\$6,688
Music – assistant	5%	1,611	1,639	1,672
LPDC	2%	644	656	669
Newspaper Advisor	2%	644	656	669
NHS Advisor	1%	322	328	334
PANDA Advisor	1%	322	328	334
PM Duty	3.5%	1,128	1,147	1,170
SADD Advisor	1%	322	328	334
Student Council Advisor	3%	967	983	1,003
Yearbook Advisor	10%	3,222	3,278	3,344
Athletic Director	21%	6,766	6,884	7,022
Baseball – head	12%	3,866	3,934	4,013
Baseball – JV	7%	2,255	2,295	2,341
Baseball – asst. (if JV team)	5%	1,611	1,639	1,672
Baseball – asst. (if JV team)	5%	1,611	1,639	1,672
Basketball – boys head	21%	6,766	6,884	7,022
Basketball – boys asst. (or 2 at 6%)	12%	3,866	3,934	4,013
Basketball – boys Freshman	8%	2,577	2,623	2,675
Basketball – boys 8 th	8%	2,577	2,623	2,675
Basketball – boys 7 th	8%	2,577	2,623	2,675
Basketball – girls head	21%	6,766	6,884	7,022

<u>POSITION</u>	<u>Percent</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Basketball – girls asst.	12%	3,866	3,934	4,013
	(or 2 at 6%)			
Basketball – girls 8 th	8%	2,577	2,623	2,675
Basketball – girls 7 th	8%	2,577	2,623	2,675
Bowling – head	6%	1,933	1,967	2,006
Bowling – JV	4%	1,289	1,311	1,338
Cheerleading Advisor	10%	3,222	3,278	3,344
	(or 2 at 5%)			
Cheerleading – JH	5%	1,611	1,639	1,672
Cross County (min. 8)	8%	2,577	2,623	2,675
Football – head	21%	6,766	6,884	7,022
Football – JV	11%	3,544	3,606	3,678
Football – asst.	10%	3,222	3,278	3,344
Football – asst.	10%	3,222	3,278	3,344
Football – asst.	10%	3,222	3,278	3,344
Football – asst.	10%	3,222	3,278	3,344
Football – JH head	9%	\$2,900	\$2,950	\$3,009
Football – JH assistant	8%	2,577	2,623	2,675
Golf – boys	4%	1,289	1,311	1,338
Golf – girls	4%	1,289	1,311	1,338
Softball – head	12%	3,866	3,934	4,013
Softball – JV (min. 24)	7%	2,255	2,295	2,341
Softball – asst.				
(if JV team)	5%	1,611	1,639	1,672
Softball – asst.				
(if JV team)	5%	1,611	1,639	1,672
Supervisor JH/Girls	12%	3,866	3,934	4,013
Ticket Manager	5%	1,611	1,639	1,672
Track – head				
(one position)	16%	5,155	5,245	5,350
Track – boys head	12%	3,866	3,934	4,013
Track – girls head	12%	3,866	3,934	4,013
Track – asst.	8%	2,577	2,623	2,675
Track – asst.	4%	1,289	1,311	1,338
Track – JH	8%	2,577	2,623	2,675
Track – JH	8%	2,577	2,623	2,675
Volleyball – head	12%	3,866	3,934	4,013
Volleyball – asst.	8%	2,577	2,623	2,675
Volleyball – 8 th	8%	2,577	2,623	2,675

<u>POSITION</u>	<u>Percent</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Volleyball – 7 th	8%	2,577	2,623	2,675
Weight Training	6%	1,933	1,967	2,006
Total		169,463	172,437	175,889

*Each sports program will be permitted up to one volunteer.

8.081 The Board shall provide release time to teachers who work with the Fair Board displays, Science Fair, Industrial Arts Show, or Art Show upon approval of the Building Principal or Superintendent.

8.082 Upon agreement of the Board, the Head Coach may forfeit a portion of his/her supplemental salary to be used to hire an additional Assistant Coach or Coaches.

8.09 Supplemental Contracts (Payment)

All supplemental contracts for services performed throughout the school year shall be paid during the regular pay periods, in December, March, and June, whichever of these three follow completion of the supplemental contract.

Each member of the bargaining unit who is to receive payment for a supplemental contract shall have the option of receiving a separate check for the supplemental contract.

8.10 Supplemental Contracts (Duration)

Notwithstanding 3719.11 of the Ohio Revised Code, supplemental contracts shall expire on the last day students are in attendance for that school year without notice to the employee unless the Board, upon the recommendation of the Superintendent, takes action to offer said member a renewal of such supplemental contract.

8.11 Severance Pay

A certificated employee with ten (10) years of service in the Lowellville Local School District, upon retirement from active service under the provisions of the Ohio State Teachers Retirement System, shall receive severance pay equal to twenty-five percent (25%) of his/her accumulated unused sick leave days. However, two hundred and twenty (220) days is the maximum number of sick leave days

which may be used for the calculation of severance pay. Such payment shall be based on the per diem rate of pay at the time of retirement. Payment is to be made upon evidence of approval of retirement benefits by the Ohio State Teachers Retirement System; provided that the retirement be effected within ninety (90) days of the last day of active service. Such payment will eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

8.12 STRS Pickup Utilizing the Salary Reduction Method

The Board of Education of the Lowellville Local School District herewith agrees with the Lowellville Education Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

- A. The amount to be "picked up" on behalf of each employee shall be the current required percentage as stipulated by the STRS of the employee's gross annual compensation which shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall become effective October 1, 1984 and shall apply to all compensation including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- E. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- F. The amount on the employee's salary notice or contract shall be the amount used for calculating retirement pay.

ARTICLE IX

REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the number of bargaining unit positions due to return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District, decreased enrollment of pupils in the District or in an area in which a reduction is deemed necessary, abolishment of positions, or for financial reasons, then the following procedures shall apply:

- A. The Board shall notify the Union President that a reduction is necessary.
- B. The Board shall attempt to keep such reduction to a minimum by means of attrition; i.e., not replacing unit members who resign or retire, or not replacing unit members who are non-renewed.
- C. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority.
- D. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A unit member so affected may elect to displace a unit member who holds a lower position on a seniority list for another area of certification.
- E. The names of unit members whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of reduction. Unit members on the recall list will have the following rights:
 1. No new unit member will be employed by the Board while there are unit members on a recall list who are certificated for the vacancy.
 2. Unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.

3. If a vacancy occurs, the Board will send an announcement to the last known address of all unit members on the recall list who are certificated for the position. It is the unit member's responsibility to keep the Board informed of his/her current address. All unit members are required to respond in writing, via certified mail, to the District office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any unit member who fails to respond within fourteen (14) calendar days or declines to accept the position, shall be removed from the recall list. A unit member may reject a position that is not equal to the position from which he/she was RIF'd and not forfeit his/her recall rights.
 4. A unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
- F. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

ARTICLE X

SENIORITY LIST FOR REDUCTION-IN-FORCE PURPOSES

Seniority:

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

Seniority accrual for part-time employees shall be prorated on the basis of the full-time accrual.

2. Exclusions
 - a. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.
 - b. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.

3. Breaking of Seniority

- a. A layoff that does not exceed twenty-four (24) months and time spent on disability retirement, or any Board-approved leave of absence, shall neither be construed to constitute a break in seniority nor to constitute years of service credit for salary purposes.
- b. An employee shall break his seniority:
 - (1) Upon resignation.
 - (2) Upon discharge.
 - (3) Upon failure to report from layoff within the designated time period after proper notification has been provided.
 - (4) Upon overstaying a leave of absence unless excused by the Superintendent.
 - (5) Upon permanent retirement.

4. Ties in Seniority Date

In the event that two (2) or more employees in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in a bargaining unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and an LEA representative.

Correction of Inaccuracies in Seniority Lists

Each employee must notify the Board in writing of any inaccuracies which affect his/her seniority status. Otherwise, changes shall not be made. The Board shall investigate all reported inaccuracies and make such adjustment as may be in order. All changes/adjustments shall be reflected in the next posting.

ARTICLE XI

EMPLOYMENT OF RETIRED TEACHERS

- A. It is understood that if the Board desires to hire retired teachers, that such employees be employed under terms and conditions which differ in some respects from those established by the Negotiated Agreement for teachers who have not attained retirement status with the State Teachers Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.
- C. A retiree shall be paid at the second year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday of 7.25 hours.
- D. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. Sections 3319.11 and 3319.111.
- E. A retiree shall accumulate and may use sick leave in accordance with Article V of the Negotiated Agreement, but shall not be entitled to severance pay under Article VIII of the Negotiated Agreement or under law upon conclusion of employment as a retiree.
- F. A retiree is entitled to participate in insurances provided to bargaining unit members under Article VII of the Negotiated Agreement only by paying the full cost of such insurances.

- G. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article IX of the Negotiated Agreement, or under O.R.C. Section 3319.17.
- H. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.
- I. Any provisions of the Negotiated Agreement governing mentorship shall not apply to a retiree. This Article shall not apply to a retiree who is already employed by the Board under a teaching contract at the date on which this Agreement is effective.
- J. The Board and retiree may agree to waive any of the restrictions or increase any of the benefits set forth in this Article on a case-by-case basis before the retiree is employed by the Board.

ARTICLE XII

EFFECTS

12.01 Equal Opportunity

The Board is an equal employment opportunity employer and will continue to abide by all state and federal equal employment laws. In so doing, the Board will depend heavily on the full and effective utilization of qualified persons regardless of race, color, age, sex, religion, creed, handicap, national origin, political affiliation, marital status, beliefs, or other prejudicial restrictions. Furthermore, it is the Board's moral and legal obligation to insure that all applicants are considered for employment without regard to the aforementioned prejudicial restrictions. Likewise, there shall be no discrimination against any incumbent teacher based upon any of these prejudicial limitations.

12.02 Maintenance of Standards

The Board shall maintain all terms, conditions, and benefits of employment provided for in this contract, at not less than the level in effect as of its effective date.

12.03 Conflict with Law

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O.R.C., such provision (only to the extent such provision, application, or agreement is in conflict with any federal or state law), application, or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

12.04 Waiver of Negotiations During the Term of Agreement

The Board shall retain all rights, powers, duties, and authority granted by law and shall adopt, rescind, or modify such policies, rules and regulations as it deems appropriate except when expressly and specifically limited or restricted by the terms of this Contract. However, the parties shall remain obligated to negotiate mid-term on mandatory subjects of bargaining not already contained in this Contract, and were not addressed during the bargaining process.

12.05 Entire Agreement Clause

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

If any portion of this Contract is ruled invalid for any reason, the remainder of the Contract shall remain in full force and effect.

12.051 In the event the Board is required to implement a provision to be in compliance with the Elementary and Secondary Education Act which effects wages, hours, other terms and conditions of employment of any bargaining unit members, including modifications of an established past practice or to an existing provision in the current agreement, the Board

shall give written notice of such requirements to the Lowellville Education Association. Within fourteen (14) calendar days of receiving such notice, the LEA may submit a written demand to bargain the effects of the proposed required implementation on wages, hours or other terms and conditions of employment of any bargaining unit members. If a demand for bargaining is made, the parties shall engage in good-faith bargaining for a period of not more than thirty (30) days.

12.052 If agreement is not reached during the negotiations as set forth herein, either party may declare negotiations at impasse after sixty (60) days from the initial meeting by written notice to the other party. Within seven (7) days after receipt of such written notice by the other party, the parties shall mutually request the service of the Federal Mediation and Conciliation Service (FMCS). Said mediation shall be conducted in accordance with the rules, regulations, and procedures of the Federal Mediation and Conciliation Service.

12.053 The fees of the mediator, if any, will be shared equally by the parties.

12.06 Agreement in Writing

Upon completion of this Agreement, it shall be printed at the joint expense of the Association and Board and copies distributed by the Association to the teachers and by the Superintendent to the Board and administration. Members of the Board shall be entitled to five (5) copies each, and the Superintendent shall be entitled to ten (10) copies. In addition, twenty-five (25) copies will be furnished to the Association.

It is mutually agreed that this Collective Bargaining Agreement will continue in full force and effect until August 31, 2010, and that all teachers will continue performing their duties in a normal manner during the duration of the Agreement. During any and all negotiations, the teachers agree to continue performing their duties in a normal and efficient professional manner.

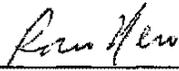
12.06 Duration of Contract

This Contract shall become effective at 12:01 a.m. on September 1, 2010, and shall continue in full force and effect until midnight, August 31, 2013.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-mentioned.

**LOWELLVILLE LOCAL
BOARD OF EDUCATION**

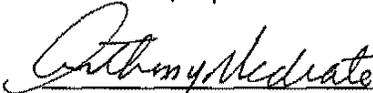
**LOWELLVILLE EDUCATION
ASSOCIATION**



Rocco Nero, Superintendent



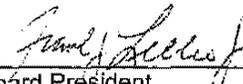
Dennis Hynes, LEA President



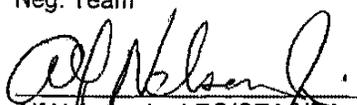
Anthony Mediate, Treasurer



Neg. Team



Board President

Neg. Team


Alf Nelson, Jr., LRC/OEA/NEA

APPENDIX A
NOTICE OF GRIEVANCE

Aggrieved Person _____ Date of Grievance _____

Phone _____ Time of Grievance _____

Current Date _____

Nature of Grievance (brief):

Signature of Aggrieved

APPENDIX B

FORMAL GRIEVANCE PRESENTATION

Aggrieved Person _____ Date of Grievance _____

Phone _____ Date of Formal Presentation _____

Date of Informal Hearing _____ Classification _____

Current Date _____

Complete Statement of Grievance:

Signature of Aggrieved

APPENDIX C

LOWELLVILLE LOCAL SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM
AND PERFORMANCE RATING

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale: G = Good
 S = Satisfactory
 NI = Needs Improvement
 U = Unsatisfactory
 NO = Not Observed

Starting Time _____ Ending Time _____

Domain A: Organizes Content Knowledge for Student Learning

- ___ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- ___ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- ___ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- ___ A4. Uses a variety of teaching methods based on student learning styles
- ___ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- ___ A6. Demonstrates knowledge of content

Domain B: Creates an Environment for Student Learning

- ___ B1. Creates a climate that promotes fairness
- ___ B2. Establishes and maintains rapport with students
- ___ B3. Communicates challenging learning expectations to each student

- ___ B4. Establishes and maintains consistent standards of classroom behavior
- ___ B5. Makes the physical environment as safe and conducive to learning as possible.

Domain C: Teaches for Student Learning

- ___ C1. Makes learning goals and instructional procedures clear to students
- ___ C2. Makes content comprehensible to students
- ___ C3. Encourages students to extend their thinking
- ___ C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- ___ C5. Uses instructional time effectively (time on task)
- ___ C6. Incorporates and implements technology usage in the classroom

Observer's Comments:

Teacher's Comments:

Observer's Signature

Teacher's Signature

Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

APPENDIX D

LOWELLVILLE LOCAL SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM
AND PERFORMANCE RATING

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale: G = Good
 S = Satisfactory
 NI = Needs Improvement
 U = Unsatisfactory
 NO = Not Observed

Starting Time _____ Ending Time _____

Domain A: Organizes Content Knowledge for Student Learning

- ___ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- ___ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- ___ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- ___ A4. Uses a variety of teaching methods based on student learning styles
- ___ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- ___ A6. Demonstrates knowledge of content

Domain B: Creates an Environment for Student Learning

- ___ B1. Creates a climate that promotes fairness
- ___ B2. Establishes and maintains rapport with students
- ___ B3. Communicates challenging learning expectations to each student

- B4. Establishes and maintains consistent standards of classroom behavior
- B5. Makes the physical environment as safe and conducive to learning as possible.

Domain C: Teaches for Student Learning

- C1. Makes learning goals and instructional procedures clear to students
- C2. Makes content comprehensible to students
- C3. Encourages students to extend their thinking
- C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- C5. Uses instructional time effectively (time on task)
- C6. Incorporates and implements technology usage in the classroom

Domain D: Teacher Professionalism:

- D1. Reflects on the extent to which the learning goals were met
- D2. Demonstrates the belief that "I am responsible for teaching all students."
- D3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- D4. Communicates with parents or guardians about student learning
- D5. Is punctual to class and has a good attendance record
- D6. Dresses appropriately
- D7. Maintains and submits in a timely manner accurate records and reports
- D8. Grows and develops professionally

Administrator's Comments:

Teacher's Comments:

SUMMATIVE RATING:

This summative rating of the above-named teacher for this school year is (check one):

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)