05/22/2024
0016-01
24-MED-02-0131
44286

PROFESSIONAL AGREEMENT

between

Lima Education Association/OEA/NEA

and

Lima City Schools
Board of Education

July 1, 2024 – June 30, 2026

TABLE OF CONTENTS

PAGE

PREAMBLE 1

ARTICLE I

RECOGNITION 1

ARTICLE II

MANAGEMENT RIGHTS 2

ARTICLE III

ASSOCIATION RIGHTS

A. Association Rights 3
B. Meetings 4
   1. Meetings for Elected and Appointed Officials of Professional Associations 4
   2. Association President 4
   3. State and National Office 4

ARTICLE IV

EMPLOYEE RIGHTS

A. Probationary Period 5
B. Equal Employment and Opportunities 5
C. Student Teachers 5
   1. OSU Agreement 6
   2. Critic Teachers 6
D. Personnel Files
   1. Access 6
   2. Employee Examination 7
   3. Adverse Notation 7
   4. Prohibited Material 7
   5. Removal of Materials 7
   6. File Location 8
E. Seniority
   1. Accrual 8
   2. Lost 8
   3. Tie Breaker 8
   4. Posting 8
   5. Corrections 9

ARTICLE V

ASSIGNMENT AND TRANSFER

A. Vacancies 9
B. Assignment and Transfer of Employees 10
   1. Voluntary Transfer 10
   2. Involuntary Transfer 11
   3. Transfer for School Organization Purposes 12
C. Employees Building Assignments 12

ARTICLE VI

EMPLOYEE EVALUATION 13

ARTICLE VII

WORKING CONDITIONS

A. Regular Work Day 13
B. Lunch Period 14
C. Length of Work Year 14
D. School Calendar 14
E. Employees' Meetings 14
F. Preparation Time 14
G. Department Chair 14
H. Orientation and Professional Development 14
I. Special Education Classrooms 15
J. Conferences for Annual I.E.P. 15
K. Teaching and Working Conditions 15
L. Delay or Closing of School 16
M. Parent-Teacher Conferences 17
N. Open House 17
O. Sports Medicine 17
P. Decision Making Statement 17
Q. Occupational Safety and Health Proposal 17
R. Smoking 18
S. Early Release 18
T. Labor/Management Committee 18

ARTICLE VIII

CLASS SIZE

A. Elementary School Classes (K-4) 19
B. Middle School and High School Classes 20
C. Special Education Students 20

ARTICLE IX

PROFESSIONAL DEVELOPMENT & CURRICULUM

A. Curriculum Improvement Committee 21
B. Adequate Textbooks 21
C. Adequate Supplies 21
D. Professional Development
   1. Request for Leave 21
   2. Reimbursement Requests 22

ARTICLE X

LEAVES

A. Sick Leave 22
   1. Advancement of Sick Leave 22
   2. Accumulation of Sick Leave 22
   3. Use of Sick Leave - Personal 23
   4. Sick Leave Bank 23
   5. Use of Sick Leave - Immediate Family 24
   6. Use of Sick Leave - Death in the Immediate Family 24
   7. Limitations 25
   8. Requests 25
   9. After the Use of 10 Consecutive Days 25
   10. Attendance Incentive 26
B. Parental Leave
   1. Pregnancy Disability Leave 26
   2. Adoption Leave 26
   3. Family Leave 26
C. Personal 27
D. Assault by a Student 28
E. Sabbatical 29
F. Jury Duty/Subpoenaed 31
G. Absence from Duty Due to Weather Conditions 31
H. Military 31

I. Return from Leave 31
J. Unpaid Leave of Absence 32

ARTICLE XI

COMPENSATION

A. Adjustment in Employees' Salaries 33
B. Credit for Experience 34
C. Direct Deposit 34
D. Compensation for Extended Time 35
E. Payroll Deductions 35
F. Tax-Sheltered Annuity 35
G. Restrictions and Limitations for Tax-Sheltered Annuity 35
H. Retroactive Pay Increases 36
I. State Teachers Retirement System Deductions 36
J. Purchase of Service Credit through Payroll Deductions 36
K. Mileage Reimbursement 37
L. Supplemental Duties 37
1. Definition 37
2. Counselors 37
3. Posting 37
4. Acceptance of Contract 37
5. Compensation 37
6. Length of Contract for Certified Staff 37
7. Pay Schedule 38
8. Supervisory Assignments 38
9. Evaluations 38
10. Removal 38
M. Dependent Children Attending Lima City Schools 38
N. Damage to Personal Property 39
O. Tuition Reimbursement 40
P. School Clubs 40

ARTICLE XII

INSURANCE

A. Coverage for Medical Benefits 41
B. Contribution by Board 41
C. Life Insurance 41
D. State Workers' Compensation Act 42
E. Flexible Spending Plan 42

ARTICLE XIII

RETIREMENT

Severance Pay 42

ARTICLE XIV

REDUCTION IN FORCE

Reduction in Force 43
1. Number of Employees Affected 43
2. Reduction in Force Procedure Outline 43
3. Restoration of Service 43
4. Notification of Re-employment 43
5. Credit for Sick Leave, Years of Service and Seniority 44
6. Limitations 44
7. Credit for Work Performed During Employment Status 44
8. Comparable Evaluations 44

ARTICLE XV

NON-RENEWAL/TERMINATION OF CONTRACT

A. Non-Renewal of Contract 45
B. Termination of Contract 45
C. Actions as Related to Grievance Procedure 45

ARTICLE XVI

GRIEVANCE

A. Definitions 45
B. Grievance Procedure 45
C. Power of the Arbitrator 47
D. No Reprisal 48

ARTICLE XVII

NEGOTIATIONS

A. Format 48
B. Negotiations Process 48
C. Meeting Time 48

D. Exchange of Information 48
E. Media 48
F. Disagreement Resolution 48
G. Strike, Slowdown or Work Stoppage 49
H. No Reprisal 49
I. Final Proposals 49

ARTICLE XVIII

AGREEMENT

A. Conflict with the Law 49
B. Waiver of Negotiations 50
C. Term of Agreement 50

SIGNATURE PAGE 50

APPENDIXES

APPENDIX A
Salary Index 51

APPENDIX B
Teachers' Salary Schedule 2024-2025 52
Teachers' Salary Schedule 2025-2026 53

APPENDIX C
Counselors' Salary Index 54

APPENDIX D
Counselors' Salary Schedule 2024-2025 55
Counselors' Salary Schedule 2025-2026 56

APPENDIX E
Occupational Salary Index 57

APPENDIX F
Occupational Salary Schedule 2024-2025 58
Occupational Salary Schedule 2025-2026 59

APPENDIX G
Salary Schedule for Additional Personnel 60

APPENDIX H
Supplemental Salary Schedule 2024-2025 61
Supplemental Salary Schedule 2025-2026 66

APPENDIX I
Evaluation Forms 70

APPENDIX J
Grievance Form 78

APPENDIX K
Employee (Tuition) Reimbursement Form 80

APPENDIX L
Resident Educator Provision 82

APPENDIX M
Standards-Based Teacher Evaluation 83

APPENDIX N
Club Proposal 96

PREAMBLE

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

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

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

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

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

ARTICLE I

RECOGNITION

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

Representation shall include all certified/licensed employees.

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

Definitions:
Board – Lima City Schools Board of Education or designee.
Employee – All persons covered by the terms of this Agreement.
Days – Calendar days except where otherwise noted in this Agreement.
Good Faith – requires that the Board and Association be willing to react to each other's proposals with the intent to reach Agreement.

ARTICLE II

MANAGEMENT RIGHTS

A. Except as specifically modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself all powers, rights and authority, duties and responsibilities conferred upon and vested in them by the Ohio Revised Code, the Constitution of the State of Ohio and the laws and Constitution of the United States including but not limiting to, by way of illustration, management's right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure.

2. Hire, assign, direct, schedule, supervise and evaluate teachers.

3. Maintain and improve the efficiency and effectiveness of school operations.

4. Determine the methods, processes, means and personnel by which school operations are to be conducted.

5. Suspend, discipline, demote or terminate teachers for just cause.

6. Lay-off, transfer, promote or retain teachers.

7. Determine the adequacy of the workforce.

8. Determine the overall mission of the school district as an educational unit.

9. Effectively manage the workforce.

10. Take actions to carry out the mission of the school district.

11. Determine the work hours of teachers, the instructional hours and grading periods for students.

12. Direct, assign and schedule students.

B. The Board is not required to bargain on subjects reserved to the management and discretion of the District except those affecting wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of this agreement.

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

ARTICLE III

ASSOCIATION RIGHTS

A. The Association shall have the following rights:

1. Copies of each board meeting agenda and the official meeting minutes shall be available on the Lima City Schools website.

2. Use of building bulletin boards and the installation of an Association bulletin board in teachers' lounges for exclusive use.

3. Payroll deduction of Association dues.

4. Organizational announcements in faculty meetings and faculty bulletins to instructional staff as is in keeping with normal school communication procedures.

5. Time at all general instructional staff or building level meetings shall be made available for Association announcements.

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

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

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

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

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

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

B. Meetings

1. Meetings for Elected and Appointed Officials of Professional Associations - Employees who are elected as officers, appointed as committee members, or elected delegates in their professional state or national associations or affiliated organizations to their state or national associations, may attend official meetings of those bodies which are required of them in their elected or appointed positions without loss of pay. No expenses for such meetings, other than substitute services, shall be paid by the Board and shall be limited to twenty (20) days of substitute pay.

2. The president of the Association will be allowed to choose from one of the following:

   a. The president of the Association will be provided with two (2) periods of unassigned time each week during each school year. The cost of this agreement will be computed as follows: 2/5 of 1/7 of the president's salary and retirement contributions as an employee, minus four (4) days of substitute salary costs. This computation will be made by the treasurer and will be paid to the Lima City School District by the Association.

   b. Change the regularly scheduled hours of employment to a mutually agreed time schedule between the president and the Association involved and the building principal with the consent of the Superintendent. This new schedule will allow for two (2) unassigned periods at no cost to the Association.

3. Upon application, an unpaid leave of absence may be granted to an employee in the bargaining unit for the purpose of serving in an Association elected office at the state or national level. Such leave shall be for a period of time not less than the full term of office held.

ARTICLE IV

EMPLOYEE RIGHTS

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

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

1. The employee must first notify the Board of his/her intent to apply for professional certification/licensure on or before October 1, of the school year in which his/her limited contract is expiring. The building principal will provide the employee with a form requesting written information regarding: recent education, certificates/licenses held, subjects and/or grades taught in the same or other buildings, and other information the employee desires to submit in support of his/her request for continuing contract, such as service on building or district-wide committees, references and evidence of instructional effectiveness. The building principal shall also indicate on this form if support of a continuing contract can be given.

2. An employee who notifies the Board on or before October 1 of his/her intention to obtain professional certification/licensure and who completes all requirements in this section prior to the following March 1, shall be considered for continuing contract at the March board meeting. An employee who has given such notification and completed all requirements prior to November 1 of the following year shall be considered at the November board meeting.

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

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

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

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

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

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

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

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

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

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

D. Personnel Files

1. Access

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

2. Employee Examination

a. An employee shall have the right to examine their personnel file in the presence of a member of the Personnel Office after a minimum of two (2) hours notice to the Board.

b. An employee shall be entitled to a copy, at personal expense, of any materials in their personnel file except for materials originally supplied to the Board as confidential previous to employment.

c. An employee may file a written explanation to any derogatory statements that must remain on file.

3. Adverse Notation

a. When an administrator finds it necessary to make an adverse notation in an employee's personnel file, the employee shall be allowed to:

(1) Read such notation and affix a signature indicating they have read the notation, but not necessarily agreeing with the notation; and

(2) have the right to answer such notation in writing and the answer shall be attached to the file notation.

(3) Upon notification from the employee, adverse notations will be removed from the employee's personnel file after twelve (12) calendar months, if there have been no other adverse notations placed in the employee's file based on incidents or issues that occurred during the twelve (12) calendar month period. Evaluations shall not be considered "adverse notations".

4. Prohibited Material

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

5. Removal of Materials

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

6. File Location

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

E. Seniority

1. Accrual

a. Seniority shall begin to accrue from the Board hire date. Seniority shall accrue for all time an employee is on active pay status or receiving Workers' Compensation benefits.

b. Seniority shall not accrue when on inactive pay status (unpaid leave, layoff, etc.), but shall not constitute a break in seniority.

c. Seniority accrued shall equal:

(1) One (1) year for each minimum full-time standard as defined in the Agreement.

(2) partial year equivalent to the part-time position assignment and equal to credit earned through STRS; and

(3) no employee shall accrue more than one (1) year seniority in a work year.

2. Lost

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

3. Tie Breaker

a. A tie in seniority shall occur when two (2) or more employees have had contracts approved by the Board on the same day.

b. Ties will be broken by the date and time indicated on the individual's Intent to Hire form.

4. Posting

a. The Association seniority list shall be provided to the Association president by December 1st each year and shall be posted on-line.

b. The seniority list shall include: the Board hire date, contract status and areas of certification/licensure.

c. Employees shall be listed in order of seniority with those holding continuing contracts listed first.

5. Corrections

a. Each employee shall have fifteen (15) working days after the posting of the seniority list to advise the Board in writing regarding any inaccuracies that may affect the employee's seniority.

b. The Board shall investigate all reported inaccuracies and make any required adjustments, if substantiated.

c. No corrections shall be considered after the fifteen (15) working days after the seniority list posting and the seniority list shall be deemed final.

ARTICLE V

ASSIGNMENT AND TRANSFER

A. Vacancies - The following procedure will apply:

1. The District will prepare, maintain, and distribute, through use of the February Preliminary Staffing Report, to all administrators including the Superintendent, who may be involved in the selection and hiring process, of a list of all certificated/licensed personnel who desire to be considered for counseling, coordinating, and other specialized certificated/licensed fields.

2. The District will prepare and distribute to all buildings, the Educational Center bulletin board, hotline and web site all listings to be filled.

3. The District will accept applications for all such positions and respond to informational inquiries about such positions either from the Association or from any employees.

4. Individual employees have the responsibility for keeping their certification/licensure and resumes current and for keeping the Board actively informed in writing by January 1, and on a yearly basis, of their interest in a change of position.

5. A supplemental position held by the Association shall not be considered vacant unless the Board intends to consider applicants other than the person who held the position during the preceding school year.

6. Counselors (who work extended schedules) will not automatically be excluded from consideration for supplemental contracts.

7. If someone outside the bargaining unit holds a supplemental position, that position will be posted when vacant.

Through the procedure outlined above, all employees shall have the opportunity to register their interest in all teaching, counseling and coordinating positions and be assured of written notification of applicable openings. Positions will be posted for seven (7) work days. All applications must be received within the posting timelines.

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

1. Voluntary Transfer – When employees wish to request a transfer, the following steps are to be followed:

   a. An employee may submit transfer request for more than one specific position or submit an open request indicating personal desires.

   b. Transfers will be submitted on applications for transfer supplied by the Board and placed in each school; to establish eligibility for general consideration the applicant must properly file such requests for transfers within thirty (30) days of the receipt date for Preliminary Employees Form or March 31 of the year, whichever is later. For specific consideration, bargaining unit members must bid on the position when the vacancy is posted. For any new positions that are created, an application period of one (1) week would be allowed for transfers.

   c. When a decision has been made concerning the transfer, the employee will be notified, in writing, from the building principal within fourteen (14) days. Current employees shall be given an interview for all transfer requests and shall be considered prior to beginning the interview and selection process of outside candidates.

d. When an employee transfers to a new building, the physical facilities and instructional materials will be comparable to other rooms in the same building.

e. When such transfer is made during the 184-day contract period and involves a transfer within a building, the employee will be granted one (1) day of professional leave and assistance with the move. When an employee is transferred to a different building, the employee will be granted two (2) days of professional leave and assistance with the move.

2. Involuntary Transfer - When the District is considering an involuntary transfer of an employee, the following steps are to be followed:

a. When the situation is first identified, the employee will be informed and a conference will be held with the employee and the appropriate administrator to suggest steps to correct the situation. Within one (1) week of the conference, the administrator will provide the employee with written objectives for improvement.

b. If all constructive means to remedy the situation are ineffective, the principal will fill out an official form stating the reasons and justifications for the transfer request. The request should be signed by the employee but will not be interpreted to mean agreement with the request.

c. Employees who are to be transferred involuntarily are to be informed in writing before the end of the school year.

d. When such transfer is made during the 184-day contract period and involves a transfer within a building, the employee will be granted their choice of either one (1) day of professional leave and assistance with the move or a $100 moving stipend and assistance with the move. When an employee is transferred to a different building, the employee will be granted their choice of either two (2) days of professional leave and assistance with the move or a $200 moving stipend and assistance with the move. The building principal will submit the names for reimbursement within fifteen (15) calendar days of the transfer.

e. When such a transfer is made when school is not in session and involves a transfer within a building, the employee will be paid $100. The building principal will submit the names for reimbursement within fifteen (15) calendar days of the transfer.

f. When such a transfer is made when school is not in session and involves a transfer to a different building, the employee will be paid

$200. The building principal will submit the names for reimbursement within fifteen (15) calendar days of the transfer.

3. Transfer for School Organizational Purposes

a. When a transfer for school organizational purposes occurs, consideration will be given to those employees who seek a transfer from the affected building before involuntary transfers are made. However, in all such transfers, the final decision as to who is transferred rests with the administration and an employee may be assigned to any grade level position for which proper certification/licensure is held.

b. When such transfers are to be made effective with the subsequent school year, the following steps will be implemented:

(1) A listing of vacancies district-wide will be made available to all affected employees after April 30;

(2) affected employees will be given the opportunity to indicate personal preference for the position available;

(3) building principals will be notified of the individual preferences as specified in "(1)"; and

(4) affected employees will be notified of and can apply for additional openings as they occur, until the start of the subsequent new school year.

c. When such transfer as described in (B)(2)(e) is made during the 184-day contract period, and involves movement from one room to another and/or one building to another, the employee will be granted one day of professional leave and assistance with the move.

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

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

1. Employees who fail to sign contracts until the last minute;

2. new employees who resign at the last minute; or

3. any changes required as a part of compliance proceedings with the Office for Civil Rights or Department of Education.

ARTICLE VI

EMPLOYEE EVALUATION

The teacher evaluation policy (and any amendments to the policy) ratified by the Board and the Association in conformance with R.C. 3319.111 is attached to this agreement as Appendix M and, as such, shall be treated as if it has been completely written herein. No changes to the policy will be made without the consent of the OTES Committee. Any and all provisions of the evaluation shall be subject to the grievance procedure. School Counselors shall be evaluated in compliance with ORC 3319.61 and ORC 3319.113. All recommendations by the OTES Committee shall be presented as an MOU and subject to ratification by both, the Association and the Board.

ARTICLE VII

WORKING CONDITIONS

A. Regular Work Day - The starting time for employees will be no earlier than 7:15 a.m. and no later than 8:15 a.m. All employees are required to report to their buildings fifteen (15) minutes prior to the start of the students' school day. The dismissal time for all bargaining unit members will be 7 hours and 30 minutes (including a 30-minute duty-free lunch) after the start time. All counselors and work-based learning coordinator(s) are required to work 7 hours and 30 minutes including 30 minutes duty-free lunch. The start and end time for counselors during the regular 184-day contract shall follow the normal building report times. The start time and dismissal time for counselors on extended days may be determined by individual building administrators. The start time, dismissal time and report time for work-based learning coordinators will be determined by their immediate supervisor.

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

When Early Release Wednesdays are utilized, the final Early Release Wednesday of Quarter 1, Quarter 2 and Quarter 3 shall be preserved for independent record keeping.

B. Lunch Period - Except in emergency situations, each employee shall be given a duty-free lunch period of thirty (30) minutes. No lunchtime for employees shall be scheduled to start before 10:30 a.m. or after 1:30 p.m. On early release days, the start time for lunch will be no earlier than 10:15 a.m.

C. Length of Work Year - The contract shall consist of no more than one hundred eighty-four (184) days. Effective for the 2022-2023 school year, the contract year for kindergarten teachers will no longer be extended by one (1) day at the beginning of the school year to help with registration of students.

D. School Calendar - The Association will appoint up to six (6) members to a committee to develop a school calendar for presentation to the Board. If agreement is not reached on the calendar, the Association and the school administration shall make recommendations to the Board for final adoption of the school calendar.

E. Employees' Meetings - Employees recognize the need for staff meetings after dismissal of students or before school begins for students in the morning. Employees will attend all employees' meetings called by the principal of his/her building or the Superintendent so long as twenty-four (24) hours advance notice is given. If an emergency arises requiring a meeting where giving the advance notice is not possible, employees may be excused by building principals if legitimate conflicts exist.

F. Preparation Time - Educational service personnel will be scheduled one-half (1/2) hour block of time to work in a central location with the remainder of the two hundred - fifty (250) minutes spread over the rest of the week.

Employees will receive at least two hundred - seventy (270) minutes per week of prep time, not including the duty-free thirty (30) minutes daily lunch. During regular, full weeks (i.e. no early release, no delayed start of school, no partial weeks), each employee shall have at least five (5) forty-minute blocks of time of preparation time.

G. Department Chair – Department Chairs may be selected for the high school (9-12). The high school may have a department chair in the following areas: English, mathematics, foreign language, career and technical education, science, social studies and special ed. Chairs also may be named for home arts, and health and physical education to serve all middle schools and the high school. K-12 department chairs may receive up to four (4) days of released time for department duties each year. Team leaders may be selected for each grade level, magnet team and unified arts at the middle schools and high schools, where applicable. Substitutes will be employed to cover the team leaders' and the department chairs' classes on the days they are performing their duties.

H. Orientation and Professional Development - Employees employed by the Lima City Schools for the first time may be required to participate in an orientation/professional development program involving five (5) days before the contracted year and periodically throughout the school year. These meetings will

follow a specific format and new hires will be paid their per diem rate for each full day of attendance.

Teachers who are not new hires may elect to participate in up to four (4) of the professional development sessions that may be made available by the District before the contracted year. Veteran teachers will be paid their per diem rate for each full day of attendance at such sessions. Employees may attend sessions that are either specifically job-related or general topics that would benefit all teachers.

I. Special Education Classrooms - Depending upon grade level assignment, each employee of students with disabilities shall have a special classroom budgetary allowance for supplies, materials, and equipment. To provide proper fiscal control, the above-mentioned employees will be required to submit their requisitions through the regular channels. It will be necessary for them to receive the approval of their immediate supervisors, before the requisitions are submitted.

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

Teachers who prepare for I.E.P. conferences will be given stipend pay for the I.E.P preparation and completion by due date. SLPs who prepare a full speech IEP will be given a stipend pay for IEP preparation and completion by due date. The stipend pay will be determined for all teachers who prepare IEPs and all SLPs who complete full speech IEPs as follows: ninety (90) minutes per student assigned to a special education teacher and ninety (90) minutes to an SLP preparing a full speech IEP with a maximum of thirty-six (36) hours pay, at the hourly rate. In order to be eligible to receive the stipend, the teacher/SLP must submit a written request for the stipend to the Treasurer's office by June 1st of the school year in which the IEP conferences occurred.

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

1. An employees' workroom containing the equipment and supplies necessary for the preparation of instructional material. Such equipment and supplies should include, but not be limited to, duplicating materials, and worktable. The present office areas utilized by school secretaries may be included in the workroom.

2. The District's classrooms will be maintained, in terms of health and safety standards, as per standards and regulations specified by the County Board of Health and State Department of Education.

L. Delay or Closing of School

1. The decision to delay opening or to close some or all schools due to severe weather and/or hazardous travel conditions will be made by the Superintendent or designee.

   In the event schools are closed for more than five (5) days of instruction in a school year, teachers may be required to make up all instructional hours missed in excess of the first five (5) days. Additional days, beginning with Day Six (6), may be remote learning days and may be made up as they occur.

2. The decision to delay opening or to close an individual building due to a heating malfunction, interruption of electrical or water service, or some other calamity will be made by the Superintendent or designee. Should interruption of necessary services to a building including, but not limited to, the loss of heating capability above sixty (60) degrees occur, steps will be immediately initiated to repair or correct the problem. If such repairs or corrections cannot be completed within a reasonable time, in most cases within ninety (90) minutes, then within the next thirty (30) minutes steps will be initiated to dismiss students and employees. Under no circumstances will employees, without the principals' consent, leave the building while the students are still on the school premises. All such decisions will be based primarily on concerns for the health and safety of students and employees.

3. When it becomes necessary to close an individual building because of power failure, lack of heat, lack of water, or other reasons not quickly correctable, and employees cannot perform their duty, they will be paid, but in no instance will the closing of buildings require the Board to exceed the pay for an employee as specified in their employment contract with the Board.

4. Building principals working with staff will be responsible for devising, and implementing when necessary, plans to address similar situations which may occur but affect only a part or section of the building (i.e., alternative locations best suited for continuing instructional programming).

5. In all such situations as described above, the building principal or his/her designee will have the responsibility to insure that the building staff is kept advised of the nature of the problem and the plan to remedy it.

M. Parent-Teacher Conferences - Two (2) days (14.5 hours including lunch) of Parent-Teacher Conferences will be scheduled annually. These days will be part of the school district calendar and will be determined as covered in the Agreement. The time scheduled for Parent-Teacher Conferences will be determined at the building level to accommodate the needs of parents in individual buildings.

N. Open House – Teachers will be compensated for their attendance at each Open House at the negotiated hourly rate for up to 2.5 hours each.

O. Sports Medicine - The responsibility for valid certification will rest with participants. The Board will pay all usual and customary fees.

P. Decision Making Statement - The preferred method of decision making, if possible, will be through mutual discussion and majority consensus.

Q. Occupational Safety and Health Proposal

1. Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraph 3 (a-c) below.

2. An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit or other means of challenge. If the alleged discrimination is in connection with a non-renewal, any claim of discrimination under R.C. 4167 shall be raised only in the challenge to the non-renewal pursuant to R.C. 3319.11.

3. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

   a. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal, within seven (7) workdays of the occurrence of the alleged violation.

   b. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association

must file a formal complaint with the Superintendent within seven (7) workdays after his/her conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based and the precise remedy sought. The Superintendent will respond to the complaint within seven (7) workdays.

c. If the Superintendent does not resolve the alleged violation to the satisfaction of the employee or Association, the employee or Association may appeal the complaint to the Superintendent by filing a written appeal with him/her within seven (7) workdays of the Board's response. If the Board does not respond by his deadline, then the employee or Association may file their appeal within seven (7) workdays of that deadline. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation.

R. Smoking - Employees may not smoke cigarettes, cigars, pipes or other forms of tobacco or tobacco products inside or outside buildings owned, leased, or controlled by the Board, or inside or outside buildings or vehicles in which activities or instructions are being conducted for or with any pupils of this District.

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

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

T. Labor Management Communications Committee

1. An informal committee shall be established as an aid to communication between LEA and representatives of the Board. The membership of the committee shall be the Superintendent/or designee and a maximum of five (5) persons appointed at the discretion of the Superintendent/or designee, plus the president(s) and six (6) LEA members.

2. This committee shall meet five (5) times a year, once each quarter, or more frequently upon the request and agreement of the Superintendent/or designee and the presidents of the LEA.

3. The purpose of this committee shall be to assist in the process of open communications between both parties. The procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of

concern to both parties. The open discussion held by the committee shall not be construed as negotiations or as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the negotiated agreement.

ARTICLE VIII

CLASS SIZE

A. Elementary School Classes (K-4) - Maximum class size for any given class at any given grade level will be twenty-seven (27) students including mainstreamed as well as regularly assigned. In the event that it should be necessary to assign more than twenty-seven (27) students for a given period of time, the teacher will be eligible for compensation, for each additional student beyond the twenty-seven (27) student limit, of $2,000 per student per year based upon the actual number of days such enrollment exists. (Basis: $2,000/per year divided by 178 days X number of students over negotiated limit.) The same policy and procedure will apply for combination classes but with a class enrollment of more than twenty-five (25) students. When enrollment deems necessary to exceed twenty-seven (27) the excess of students will be divided evenly between teachers at that grade level. If an inclusion teacher is only present in a room two (2) or fewer hours a day, then the teacher will be compensated for ½ day, as stated above.

Teachers serving K-4 (art, music, physical education, dance, and drama) who may be assigned more than the negotiated thirty (30) student limit for any specific class or instructional period or an aggregate load of more than one hundred fifty (150) students, will be compensated on the same basis of $2,000 per year per student. (Basis: $2,000/per year divided by 178 days X 1/5 (.20) per each instructional period X number of students over the negotiated limit.) This policy will not apply if a classroom aide is assigned to one or more classroom teachers and can be assigned to assist the specialist(s) during their instructional period(s) that exceed the thirty (30) student limit. In all such instances, priority for aide services will be given to the art specialists before any others. If aide assistance is available beyond the needed time for art, the aide will be assigned to music and physical education when needed and on a rotating basis. Classroom teachers who are assigned a Category 1 Paraprofessional shall not be considered to have been assigned a "classroom aide" for the purpose of this section, and the student to whom the Category 1 Paraprofessional is assigned shall not be counted for purposes of computing the student limit.

Compensation for class size or aggregate load overages as outlined above will be made to each eligible classroom teacher and specialist four (4) times each school year. This calculation and resulting payment will reflect that amount due relative to each nine (9) week estimate. The building principal will submit the names for payment within fifteen (15) calendar days.

B. Middle School and High School Classes - Maximum class load for any given class section will be twenty-nine (29) students. The aggregate load for regular class sections will be limited to one hundred-fifty (150) students exclusive of other assignments involving students. Advisory students shall not count toward aggregate load totals. Teachers will not be mandated to issue grades to advisory students. In the event that class size exceeds twenty-nine (29) students for any given section or the aggregate load for regular class sections exceeds the one hundred fifty (150) students:

1. Teachers (including music performance, dance, drama and physical education) will be compensated as follows:

    a. 1-9 students over = $300 per each nine week estimate

    b. 10-19 students over = $480 per each nine week estimate

    c. 20 and above = $675 per each nine week estimate.

2. Compensation for class size or aggregate load overages as outlined above will be made to each eligible classroom teacher four (4) times each school year immediately following completion of each grading period. This calculation and resulting payment will reflect that amount due relative to each nine (9) week estimate. The Building Principal will submit the names for payment within fifteen (15) calendar days.

C. Special Education Students

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

2. Special Education Students/Services - Class size for any given special education class and caseloads for any special education teacher and speech language pathologists will be set by the Division of Special Education of the State of Ohio, and will be in accordance with the Operating Standards for Ohio's Schools serving Children with Disabilities.

ARTICLE IX

PROFESSIONAL DEVELOPMENT & CURRICULUM

A. Curriculum Improvement Committee - All proposed changes in courses of study, curriculum and textbooks will be developed by committees consisting of representatives of the Association and the administration. The Association president and/or designee, Curriculum Team Leaders and the Superintendent and/or designee will cooperatively determine committees.

B. Adequate Textbooks - Within the philosophy, scope, and financial status, new textbook adoptions for each student and instructional staff member will be considered, as needed following the district textbook handbook in each area of the curriculum of the Lima City Schools.

C. Adequate Supplies - Within the financial structure of the Board, the Board will provide, on an equitable basis, supplies for each student and employee in the Lima City School District. This does not preclude the collection of student fees for consumable materials.

D. Professional Development

1. Request for Leave - Employees may attend professional meetings, conferences, or visitations, which provide the opportunity to advance professionally, with the approval of the Superintendent.

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

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

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

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

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

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

   a. Use of privately owned automobile on a cents-per-mile basis at the rate adopted by the Board;

   b. commercial carrier fare, which is supported by receipts;

   c. meals and lodging necessary and actual expenditures, as supported by receipts up to the limit adopted by the Board; and

   d. miscellaneous expenses such as tour and ferry fares, bridge, tolls, telephone calls, conference registration and the expenses necessary to conduct official school district business, which are supported by receipts.

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

ARTICLE X

LEAVES

A. SICK LEAVE

1. Advancement of Sick Leave - A sick leave advance will be available, as follows:

   a. In an employee's first year of full-time employment, their yearly total accumulation of fifteen (15) days will be advanced, if needed before it is accrued.

   b. After the first year of full-time employment, a maximum of seven (7) days will be advanced, if needed per contract year.

   c. In either case, if the employee leaves the District before they have earned enough sick days to offset their sick day advance, the appropriate salary reduction will be made.

2. Accumulation of Sick Leave - Employees will earn sick leave at the rate of one and one-fourth (1 1/4) days sick leave per month, which is fifteen (15) days annually. The maximum accumulation shall be the total of the

employee's contract days plus sixty-five (65). An example would be a teacher's contract is one hundred eighty-four (184) days plus sixty-five (65) equals a maximum of two hundred forty-nine (249) days.

In the event that an employee, coordinator, or counselor's contract day should be reduced or employee should be assigned to a position with fewer contract days, the accumulated sick leave available, by allowing normal usage, shall be reduced to the contract or accumulation days relative to the new position.

3. Use of Sick Leave - Personal - Employees may use sick leave for absence due to personal illness, injury, which requires medical attention, pregnancy, or exposure to a contagious disease that could be communicated to other employees or to students. Sick leave may not be used for discretionary appointments scheduled on professional development days or state testing days.

4. Sick Leave Bank - When the employee will exhaust all of his/her accumulated sick leave due to a serious illness or injury of the employee and/or his/her immediate family and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish a committee to administer such a transfer.

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

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

The following additional limitations will apply to this paragraph:

a. Donations from an employee must be in units of one (1) day.

b. It cannot be used if the employee has applied for and been granted disability retirement.

c. No more days can be given than needed by the employee to serve out the regular school year.

d. The employee must exhaust his/her own sick leave and personal leave first.

e. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.

f. The employee who is using donated sick leave must use the sick leave in increments of at least one (1) day.

g. The employee donating the sick leave may donate up to fifteen (15) days per sick leave bank recipient per school year (7/1 – 6/30).

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

5. Use of Sick Leave - Immediate Family - Sick leave may also be used for illness or injury that requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, step-father, mother, step-mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, step-child, grandparent, grandchild or any other relative living under the employee's roof, and in addition, any other person(s) as determined by the Superintendent who has or is living with the employee or for whom the employee has full power of attorney or legal guardianship. Sick leave may not be used for discretionary appointments scheduled on professional development days or state testing days.

Sick leave for grandchildren shall be limited as follows:

1. Sick leave for grandchild may only be used when child is taken to a medical facility for treatment or evaluation and is further limited to a maximum of three (3) days for any single occurrence.
2. Sick leave for the birth of a grandchild shall be limited to two (2) days unless extenuating circumstances exist which must be approved by the Superintendent/or designee.

6. Use of Sick Leave - Death in the Immediate Family - Sick leave may also be used for death in the employee's immediate family. In this section, immediate family is defined to include all relatives listed in Section 5 plus brother-in-law, sister-in-law, grandparent-in-law, grandchild and in addition, any other person(s) as determined by the superintendent who has or is living with the employee or for whom the employee has full power of attorney or legal guardianship.

7. Limitations

a. Employees shall limit use of leave under Section 5 and 6 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.

b. All sick leave requests are subject to the approval of the Superintendent.

8. Requests

a. Employees shall notify his/her principal or designee of any absence, in accordance with the principal's directive, so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans must be available to the substitute.

b. The employee bears full responsibility for requesting this form from the principal or supervisor, completing the form, and submitting the form to his/her principal or supervisor in person on the first day they are both on duty.

c. Falsification of this statement is grounds for suspension or termination of employment as provided in the Ohio Revised Code.

d. Failure to submit this statement within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the appropriate form is properly completed and submitted.

9. After the use of ten (10) consecutive days of sick leave, on the first workday following the absence, the employee is required to furnish a written, signed statement justifying the use of sick leave including the name and address of the attending physician, if medical attention was required. The Superintendent may request that member of the bargaining unit show in writing within five (5) days after the request:

a. When the anticipated return to the workplace is expected; and/or

b. if disability with STRS is contemplated; and/or

c. to exercise other provisions of ORC related to sick leave and/or disability.

If sick leave usage exceeds ten (10) consecutive days, the employee must submit a doctor's excuse upon returning to work. Additionally, if the District

believes that an employee is using excessive amounts of sick leave, the employee will be notified in writing and only the Superintendent may require the employee to produce a doctor's excuse for the absences. The District will not exercise this right in an arbitrary or capricious manner. An employee may request that excessive sick leave notices from the previous school year(s) be removed from the employee's Personnel File. Such requests must be made, in writing, to the Superintendent who will make a determination on the request. This determination may not by challenged through the grievance procedure.

10. Any bargaining unit member who uses three (3) or fewer sick days in a school year will receive $500 paid the second pay in July. Teachers hired after the beginning of the school year will have the three-day limit pro-rated.

B. PARENTAL LEAVE

1. Pregnancy Disability Leave - Employees may use accumulated sick leave as set forth in this section for disabilities caused or contributed to by pregnancy, miscarriage or childbirth and recovery. The employee and the employee's doctor shall determine the length of such disability leave including the date on which the leave is to begin.

2. Adoption Leave - Employees may use accumulated sick leave for adoption of a child under six (6) years of age. The length of such leave shall normally be for a period of six (6) consecutive weeks, however, this time may be extended and/or modified by medical justification or requirements from the adoption agency.

3. Family Leave

   a. An employee may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.

   b. An employee desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable. Otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the Superintendent that he/she will use family leave must specify that "family leave" will be the type of leave taken.

   c. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in life, dental, and health insurance. The employee must pay their portion of the premium for

any of such insurances to the treasurer by the twentieth day of the month in which the employee desires to
have the insurance coverage continued. If the employee does not pay his/her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

C. PERSONAL

1. Employees may request three (3) days of leave per year that shall be unrestricted. If an employee is hired after January 1st, for less than a full contract year, they receive one and one-half (1 ½) days. The use of the leave shall be subject to the conditions below,

   a. Except as provided in #4 below, personal leave shall not accumulate from year to year.

   b. Request for personal leave shall be submitted on forms provided by the Board as far in advance as possible to the employee's principal or immediate supervisor.

   c. No more than 10% of the Association may be on personal leave simultaneously in any school building or in the central office. For the purpose of this provision, specialists shall be considered Central Office personnel. Where there are fewer than twenty (20) Association members in the building, a maximum of two (2) members can be on personal leave simultaneously.

   d. No more than 5% of the Association may be on personal and/or unpaid leaves simultaneously in the District prior to or after a holiday or vacation period.

   e. Employees shall not use a Personal Business Day on a district in-service day.

2. In the event that an employee has an emergency arise over which he/she has no control, requiring the use of a personal day, the 10% and 5% restrictions may be waived by the Superintendent. Request for such waiver shall be made in writing, describing specifically the nature of the emergency.

3. Employees not using personal days in any given school year shall be paid $200 for each unused day. Payment shall be made by the second payroll in July.

4. Teachers may elect to bank two (2) unused days per year. Notice of banking election must be provided to the Treasurer, in writing, by June 1. If notice of banking is not received by June 1, then the unused day(s) will

be paid in accordance with Article X(C)(3). Teachers may not use five (5) personal days consecutively, notwithstanding weekends.

D. ASSAULT BY A STUDENT

Assault shall be defined as any deliberate, inappropriate touching by a student or object that is/was under the direct control of a student, and/or reckless student conduct that results in a physical disability to a school employee.

Assault Compliant Procedures

1. A student who assaults a school employee shall be immediately removed from the school environment, referred to the building principal, and will face disciplinary removal consistent with the procedures set forth in this Contract, Board Policy, and Chapter 3313 of the Ohio Revised Code.

2. If the building principal finds that the student has committed an assault, as defined above, the building principal shall recommend to the Superintendent that the student be suspended or expelled.

3. The Superintendent (or his/her designee) shall hold a hearing pursuant to Section 3313.66 (school environment) or Section 3327.014 (school transportation) of the Ohio Revised Code and, after considering all evidence, determine whether the student shall be suspended or expelled. The staff member who was subjected to the assault shall have the opportunity to provide a written statement regarding the incident which shall be considered by the Superintendent.

4. Should an identified student be found to have assaulted a school employee, the IEP/Section 504 team will convene within five (5) days to conduct a manifestation determination and review the IEP or Section 504 plan to determine whether modifications need to be made. As permitted by law, an identified student may be suspended or expelled in the same manner as other students for the physical assault of a school employee if the conduct was not a manifestation of the student's disability.

5. Upon the return of the student, and to the extent permitted by law for identified students, all efforts shall be made to schedule/assign the student into classes other than those taught by the teacher assaulted.

6. Notwithstanding the forgoing, at no time shall any District employee interfere with, restrain, or coerce an employee in the exercise of their right to contact law enforcement when they are the subject of an assault.

ASSAULT LEAVE

Any bargaining unit member absent from regular duties because of a physical disability resulting from an assault which occurs as the result of Board employment shall be entitled to a leave of absence under the following conditions:

1. The maximum number of days for which assault leave shall be payable to any professional staff member shall be forty-five (45) working days.

2. The bargaining unit member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.

3. The bargaining unit member must submit to the Superintendent verification from an attending physician that the staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.

4. The bargaining unit member must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailant(s).

5. The bargaining unit member shall be required to file for Workers' Compensation.

6. In the event the bargaining unit member is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the Board as assault leave shall be the difference between the Workers' Compensation benefits paid and the employee's regular compensation. This shall be accomplished by the employee receiving the necessary form so that such Workers' Compensation is paid directly to the Board.

7. Assault leave shall not be chargeable against sick leave.

E. SABBATICAL

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

1. The proposed program for leave must be approved in advance. Application including an outline of the study program or the proposals for professional improvement must be submitted by June 1 for consideration of leave for the

following year or first semester, and by December 1 for the second semester. The Superintendent shall notify the applicant of approval or denial of an application no later than one (1) month after submission.

2. The amount of pay an employee shall receive while on leave under the provisions of this policy shall be the difference between the salaries of the employee and the substitute.

3. Such pay shall not preclude the acceptance of fellowships or other sources of supplemental income by the employee.

4. In determining the pay during the period of leave and the salary after return from leave, the employee on leave shall be granted increments and any other salary adjustments as though service had not been interrupted providing the program of professional growth is completed satisfactorily.

5. The employee must return for at least one (1) year immediately following satisfactory completion of the program or refund all pay received from the Board during the period of leave. Refund of all pay must occur prior to the end of the calendar year in which the employee should have returned to duty.

6. The employee will be eligible for all insurance benefits paid by the Board to a full-time, certificated employee. However, no sick leave benefits will accrue during the period of leave. If the employee elects not to return, the employee shall refund to the school district the value of insurance benefits received during the year. In addition, the employee agrees to pay the Board's share of retirement should the employee at a later date decide to buy retirement credit for this leave.

7. The number of such leaves granted per year shall be at the discretion of the Superintendent, except that no more than five (5) of the employees may be on leave for study or professional improvement at any time and only when satisfactory substitutes are available. During a year when there is a reduction in force for certified staff, the Superintendent has the option to deny all requests for sabbatical leave.

8. All employees are to be considered eligible if they meet the following requirements:

   a. The employee must hold standard certification/licensure;

   b. the employee must have served in the Lima City School District for a minimum of five (5) years immediately preceding application for leave;

c. the employee must have at least five (5) years of expected service before retirement; and

d. consideration would not be given more often than once for each five (5) years of service, nor leave granted a second time when other members of the staff have filed application.

F. JURY DUTY/SUBPOENAED

An employee called for jury duty for any case or subpoenaed in cases related to Lima City Schools to give testimony before any judicial or governmental tribunal shall be compensated at their regular personal per diem rate provided the pay received, if any, for the performance of such legally required obligations, is turned into the treasurer's office. Exceptions will be cases involving legal action brought against the Board by the Association or any Association member except in such cases where the Board subpoenas the employee.

G. ABSENCE FROM DUTY DUE TO WEATHER CONDITIONS

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

H. MILITARY

1. In accordance with Section 3319.14 of the Ohio Revised Code, a military leave of absence, without pay, shall be granted to any employee called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.

2. Any employee whose service in the Lima City Schools has been interrupted by active duty service in the armed forces shall be re-employed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code and shall be given full credit in the salary schedule for such service.

3. Military leave shall be granted pursuant to Section 5923.05 of the Revised Code of Ohio.

I. RETURN FROM LEAVE

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

The employee returning from any leave of absence shall be returned to a comparable position. This includes supplemental duties, if available. If any

organizational problems require it, the employee may be assigned to any other position for which the employee is qualified.

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

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

J. UNPAID LEAVES OF ABSENCE

1. Unpaid leave cannot be used contiguous to personal leave for vacation purposes.

2. An unpaid leave of absence of up to five (5) days may be approved by the Superintendent for important family and/or professional reasons. Employees requesting short-term leave shall apply to the Superintendent in writing, fully explaining the reasons justifying the leave. Short-term unpaid leave will only be granted in units of one (1) day or more.

3. Leave To Care For an Immediate Member of the Family Who is Ill - Leave may be granted without pay for up to one (1) year, to employees in the Lima City School District to care for gravely or terminally ill members of the immediate family. The Superintendent may require written proof from the attending physician that the leave is necessary and that the member of the family is gravely or terminally ill before such a leave is granted. No increment in the salary schedule shall be recognized for such a leave. The leave outlined within this item may be available to employees who have completed at least three (3) full years of service in the school district, but only upon the approval of the Superintendent.

ARTICLE XI

COMPENSATION

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

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

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

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

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

Requirement	Placement
BA	BA
BA and 15 semester hours of approved graduate credit	BA+15
BA and 30 semester hours of approved graduate credit	BA+30
Masters degree	MA
Masters degree and 15 semester hours of approved graduate credit	MA+15
Masters degree and 30 semester hours of approved graduate credit	MA+30

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

Salary adjustments will be made as follows:

Type	Date	Verification
Full-year	October	Official Transcript
Half-year	February	Official Transcript

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

B. An employee entering the District may be credited for experience beyond the requirement of the Ohio Revised Code. An employee re-entering the District will receive one-for-one credit for experience in the District, if the employee is not a retiree under STRS.

C. The salary of each employee shall be paid every other Friday via direct deposit.

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

D. When a qualified substitute is not available or if an emergency arises during the school day, Principals may request that regular full-time employees teach a class during any scheduled planning period(s). Principals will inform their building of needed coverage one (1) day in advance, when possible, and shall utilize employees who respond to the request prior to directing employees to provide coverage.

All employee(s) who provide coverage during a scheduled planning period shall be compensated under the Salary Schedule for Additional Personnel at twenty-five dollars ($25.00) per period. Any bargaining unit employee who does not have a regularly scheduled planning period, shall not be required to cover more than two (2) periods per day nor will they be assigned more than one (1) duty.

Title teachers may be required to substitute no more than two (2) hours per day.

E. Association membership is annual with the membership year being September 1-August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership. The names of Association members will be submitted to the treasurer for payroll deductions by October 30. Deductions will be made the first two (2) pays of each month in twenty (20) equal installments beginning with the first pay in November. In the event an employee severs employment, the District Treasurer shall deduct all owed and remaining dues from the employee's next check, immediately following such notification.

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

F. Tax Sheltered Annuity - The Board agrees that, pursuant to Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity").

G. The following restrictions and limitations apply with respect to such matters:

1. The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b)(3). Employees must make their elections in writing.

2. a. In accordance with Ohio Revised Code (ORC) Section 9.91, the Board may require that at least one percent (1%) of the Board's full-time employees or at least five (5) employees (whichever is greater) elect to have contributions made to or through an annuity or custodial

account provider or broker before the Board will make contributions to or through such entity.

b. Deduction for tax-sheltered annuities as approved will be made, and appropriate payments for such annuities made when due. Annuities will be deducted the first two (2) pays of each month.

3. Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits. The Board will restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.

4. In accordance with ORC Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable information sharing agreement protecting the Board from liability. Additionally, employees may be required to execute documents in order to effectuate their annuity contributions.

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

H. In the event that approved negotiation procedures result in proposed retroactive pay increases, arrangements for actual payment of such increases shall be effective for employees currently under contract.

I. All employees will have their personal STRS (State Teachers Retirement System) deductions made before the treasurer calculates state and federal taxes. This will be considered a Board pick-up of employee contributions to the STRS.

J. If an employee purchases service credit as provided by STRS laws and regulations for unpaid leaves of absence, the employee may make payments to the STRS (if allowed by STRS) through payroll deduction. The employee must give the treasurer written authorization specifying the amounts and number of pays from which the deduction is to occur. An employee who purchases service credit must reimburse the Board through payroll deduction over regular pays for the Board's contribution cost for the purchased service.

It is understood that:

1. Once an employee begins the purchase of credit by tax-deferred payroll deduction, it is irrevocable. An employee cannot stop or change payments until the purchase is complete or employment is terminated.

2. Employees who begin the purchase of credit by tax-deferred payroll deduction cannot make payments directly to STRS Ohio for the same credit.

3. Overpayments on tax-deferred payroll deductions will be returned to the employer for proper tax accounting.

K. Any employee required to use a personal vehicle while on official district business approved by the Board shall be reimbursed at the applicable IRS rate. Mileage forms shall be filed with the treasurer's office once each semester or as directed.

L. Supplemental Duties

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

   a. Duration of supplemental contract;

   b. title of supplemental position;

   c. amount of supplemental compensation or hourly rate by payment section; and

   d. supplemental job descriptions.

2. Counselors working extended schedules will not be excluded from consideration for supplemental contracts.

3. All qualifications for the supplemental position shall appear on the posting notice. Posting of supplemental positions shall be in accordance with this Agreement.

4. Acceptance of a supplemental contract shall be voluntary.

5. Compensation for supplemental duties shall be as set forth in this contract. If a supplemental position requires a pupil activity certificate, employees will not be paid for any time in the supplemental position during which the employee did not possess a valid pupil activity certificate. When there is an across-the-board percentage base pay adjustment to the salaries set forth in Appendix B, the supplemental salaries set forth in Appendix H shall be adjusted by the same percentage. The hourly and daily rates in Appendix H shall not be subject to this adjustment provision.

6. Supplemental contracts held by certified/licensed staff shall expire at the end of their term and no notice of non-renewal is required per ORC 3319.111.

   When the Board and/or designee has the intent to not reemploy a bargaining unit member on a supplemental contract, the teacher will be informed in

writing prior to the posting of the position that his/her services are no longer needed.

7. Pay Schedule

   a. All seasonal supplementary contracts shall be paid as part of a regular pay in two (2) installments, one (1) in the middle of the season and one (1) at the end of the season/conclusion of duties and the approval of the supervising administrator.

   b. Yearly supplementary contracts shall be paid in equal amounts divided over the regular paydays, unless the total contract is less than $300.00

   c. The latter shall be paid as a lump sum at the completion of the supplemental contract requirements.

   d. Employees who are absent from work and who are unable to perform their supplemental duties may have their supplemental pay reduced on a pro rata basis.

8. Employees who are given supervisory assignments of admission-fee school programs, such as athletic contests (football and basketball) school plays, and music performances, will be paid according to the supplemental schedule. The number of employees to be assigned will be determined by the building administrator.

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

9. All fall, winter, and year-round supplemental position evaluations will be completed by April 1 of each school year. All supplemental contracts, which involve spring activities, only, will be evaluated by June 10.

10. If an employee is absent from work and is unable to perform his/her regular supplemental duties for more than ten (10) days, the employee may be removed from the supplemental position.

M. Any dependent children of any member of the Association may attend the Lima City Schools tuition free as provided by Ohio Revised Code 3313.64.

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

any claims against the Association based upon the Board implementing tuition free enrollment.

N. Damage to Personal Property

1. The Board will pay for the cost of repair or replacement of an employee's personal property damaged or destroyed when all of the following apply:

   a. The damage or destruction occurred in the course of the employee's employment when the employee was using reasonable force to quell a disturbance threatening physical injury to himself/herself or others, to obtain possession of weapons or other dangerous objects or property during the regular school day or during a school-sponsored function.

   b. The employee has submitted a signed written statement to the building principal or immediate supervisor within two (2) school days of the incident, fully describing the loss, and all the circumstances surrounding the loss. The employee shall submit a store sales slip, registration or other proof of his/her ownership of the personal property satisfactory to the Board. The employee shall also submit the names of other employees who witnessed the incident.

   c. The damage or destruction was not the result of the employee's use of unauthorized or excessive force, provocation or negligence.

2. Payment for the repair or replacement of an employee's personal property shall be the lesser of the following:

   a. The lowest cost of repairing the item, if repairable, based on three (3) estimates, which the employee shall obtain.

   b. The fair market value of the item immediately prior to the time of destruction as determined by an appraiser acceptable to the Board.

   c. The payment shall be reduced by an insurance reimbursement the employee has or may receive.

3. No payment shall be made for any other loss, such as theft, other than described above. Prior to reimbursement, the employee shall submit either:

   a. Documentation satisfactory to the Board that he/she has submitted the claim to his/her insurance carrier and that the carrier has either rejected or partially covered the loss; or

   b. affidavit that he/she has no insurance coverage.

4. The Board shall appropriate a maximum of $20,000 per fiscal year to fund this provision. No further payments shall be made under this provision once the appropriated funds have been expended.

5. Falsification of any information required by this provision shall be grounds for recovery of monies paid to an employee by payroll deduction or otherwise and/or disciplinary action, including termination.

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

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

1. Employees covered under Article I of negotiated agreement.

2. A completed form for each payment trimester sent to the office of the Treasurer thirty (30) days prior to the distribution date (i.e. September 30, January 30 and June 30).

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

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

P. School Clubs

School clubs shall be defined as clubs/activities not currently existing in the Supplemental Salary Schedule. No later than October 1, teachers may submit a "club" proposal (see Appendix N) to the building principal for presentation to the Curriculum Improvement Committee "Curriculum Council" (Article IX Section A) for review. Upon approval, bargaining unit members shall be compensated at twenty-five dollars ($25.00) per hour for each hour spent preparing and implementing after-school "clubs", up to a maximum of thirty (30) hours per school year.

Bargaining unit members may appeal a rejected proposal by requesting to meet with the Curriculum Council to provide additional explanation. After the appeal process has been exhausted, the decision of the Curriculum Council shall be

final. Nothing shall prevent a bargaining unit member from resubmitting a rejected "club" proposal in subsequent years.

"Clubs" shall be for one (1) school year in duration. New "club" proposals shall be submitted to the building principal for presentation to the Curriculum Council by October 1 each year. Bargaining unit members who desire to continue an approved "club" shall notify the Curriculum Council no later than October 1 each year.

ARTICLE XII

INSURANCE

A. The Board will provide health, dental, and vision insurance to employees.

B. The health, dental, and vision insurance plan(s) available shall be those offered by the County Schools Health Plan and/or Board.

1. The Board's contribution (per employee) toward monthly premiums for health insurance coverage shall be $1,502.00 for family coverage and $615.00 for single coverage. When insurance premium costs increase, the parties shall meet to discuss Board contributions.

2. The Board's contribution (per employee) toward monthly premiums for dental insurance coverage shall be $60.00.

3. The employees shall be fully responsible for paying the vision insurance premium.

4. Any employee working less than full-time will have his/her health benefits pro-rated according to his/her fraction of time worked.

5. Each employee enrolled in the insurance programs where limits are exceeded will pay the balance of the monthly premium by payroll deduction.

6. A member of the Association shall be limited to the open enrollment window in making decisions about insurance options.

7. If both spouses are employed full-time by the Board, they shall be eligible for either two (2) single plans or one (1) family plan.

C. The Board will provide each bargaining unit member with group term life insurance in the amount of $50,000.

D. All certified/licensed employees are included within the State Workers' Compensation Act and are to be governed accordingly.

E. Flex Spending Plan

1. Members of the Association enrolled in the health insurance plan may participate in the Flex Spending Plan using their own funds through payroll deduction.

2. The employee may add funds, allowed by IRS rules, to the account by payroll deduction. Those funds will be considered an IRS shelter.

3. Members of the Association may use these funds toward dependent care and un-reimbursed medical expenses. Employee payroll contributions for medical and dental insurance premiums may also be paid with pre-taxed dollars. Payroll deductions must be specified as to un-reimbursed medical or dependent care. These funds cannot be co-mingled.

4. The minimum/maximum annual contribution to the medical spending accounts shall be per IRS code.

5. Members of the Association may put additional funds up to IRS limits into the dependent care account and health care premium plans.

6. The program will be administered by the plan carrier. The Board will pay the yearly enrollment fee and monthly processing charge.

ARTICLE XIII

RETIREMENT

Severance Pay

Upon retirement, regular employees of the Lima City School District shall be entitled to severance pay based upon the monetary value of their accumulated and unused sick leave at the time of retirement at the rate of one-fourth (1/4) of their accumulated sick leave up to a maximum of two hundred-twenty (220) days.

ARTICLE XIV

REDUCTION IN FORCE

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

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

2. Following the above action, the reduction in force shall then proceed as outlined below:

   a. Any employee(s) affected by the reduction in force must receive written notice at the earliest, practical time, but in no case less than (fifteen) 15 working days prior to formal action by the Board. Such notice shall include a statement of reasons for the reduction, and the Association shall receive copies.

   b. Recognition of additional certification/licensure, earned or reported while on layoff status for recall purposes shall be considered by the Board provided such information is filed with the Board prior to recall.

3. If continuing contract employees are suspended, such employees have the right of restoration of continuing service if and when employee positions become vacant or are created for which such employees are or become qualified. If limited contract employees are suspended and no qualified or continuing contract employees are on the recall list, such limited contract employees shall have the right to restoration of service when positions become available for which they are qualified. Employees whose contracts are suspended shall remain on the recall list for a period of twenty-four (24) months from the effective date of the suspension.

4. If a vacancy becomes available, the Board shall recall the continuing contract employee to active employment status by giving written notice to the employee. Said written notice shall be sent to the employee by registered or certified letter addressed to the employee's last known address, with a copy sent to the Association. It shall be the responsibility of each employee to notify the Board of any change in address. If an employee fails to accept reemployment in writing postmarked within seven (7) calendar days from the date said notification was delivered to the last

known address, said employee shall be considered to have rejected the offer and shall be removed from the RIF list.

5. An employee who is recalled to a regular full-time position shall be credited with the sick leave and years of service for salary schedule placement he/she had prior to reduction. Such employee shall receive credit toward seniority for time spent on the RIF list.

6. Limitations

   a. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.

   b. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on laid-off status.

   c. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off employee.

7. Credit for salary placement for the same or similar work performed while on employment status shall be given in any given school year by proving experience of actual employment of one hundred-twenty (120) days or more, which normally would be accepted by the Board.

8. The Board shall comply with R.C. 3319.17 when it determines that it will reduce the number of teachers it employs. The Superintendent shall use the OTES teacher performance rating (i.e. accomplished, skilled, developing, and ineffective) for purposes of determining whether or not teachers have comparable evaluations.

ARTICLE XV

NON-RENEWAL/TERMINATION OF CONTRACT

A. Non-renewal of contracts shall be done in accordance with the Ohio Revised Code Section 3319.11 and 3319.111.

B. Termination of contract shall be done in accordance with the Ohio Revised Code Section 3319.16 and 3319.161.

C. Actions by the administration and the Board on non-renewal and termination of contract shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE XVI

GRIEVANCE

A. DEFINITIONS

1. A "grievance" is a complaint involving the alleged violation, misinterpretation, or misapplication of terms and conditions of this Agreement.

2. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

3. "Day" shall mean work days exclusive of Saturday, Sunday, holidays or vacation days in which school is not in session during the school year.

4. If the event(s) on which the grievance is based is the result of action by the Board, the grievance may be filed at Step III within fifteen (15) days of the occurrence of such event(s). (Use Step III form with Step II information attached.) If the superintendent or his designee determines at Step III that filing at that level is not appropriate, he may refer the grievance back to Level I.

B. GRIEVANCE PROCEDURE (Appendix J)

Since it is important that grievances be processed as rapidly as possible, the number of days between each step in the following procedure shall be considered

as school days. If the appealing party does not take appropriate action within the time limits specified, the grievance will be determined and settled on the basis of disposition at the preceding level. The days, however, may be extended by mutual agreement between the aggrieved party in interest and the decision-making body at the step which the grievance has reached.

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

Step 2

a. If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written/email (cc: to Union President and Grievant) grievance with his/her supervisor or building principal. If such grievance is not lodged within fifteen (15) days following action or condition which is the basis of said grievance, said grievance shall no longer exist. The written/email grievance shall be on the standard form attached to this grievance procedure and shall be available from the Educational Center and building principal offices in the Lima school system.

b. The grievance form shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of an agreement, policy, rules or regulation, alleged violation, misinterpretation, or misapplication. A copy of the grievance shall be filed with the president/designee of the Lima Education Association, the building principal, the Assistant Superintendent for Educational Personnel and the Superintendent. The grievant or the building principal shall have the right to request a hearing. Such hearing shall be conducted within five (5) days after the receipt of such grievance. The grievant shall be advised in writing of the time and place of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of the Association. The building principal shall work in cooperation with the Assistant Superintendent for Educational Personnel in the resolution of the grievance. The building principal shall take action on the written grievance within three (3) days after a hearing has taken place and the reasons for the action shall be reduced to writing and copies sent to the grievant, president/designee of the Lima Education Association, the Assistant Superintendent for Educational Personnel, and the Superintendent.

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

take action on the appeal of the grievance within five (5) working days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, president/designee of the Lima Education Association, building principal, and Assistant Superintendent for Educational Personnel.

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

C. POWER OF THE ARBITRATOR

1. It shall be the function of the arbitrator, except as the powers are limited below, after due investigation to make a decision in case of alleged violations outlined in this Agreement.

2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

3. The arbitrator shall have no power to establish salary schedules or change salary schedules.

4. The arbitrator shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.

5. In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Association, with a notification to the Administration, without decision or recommendation on its merit.

6. There shall be no appeal from an arbitrator's decision if it is within the scope of authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the Board.

7. The fees and expenses of the arbitrator shall be shared equally by the Board and the grievant. Any other expenses resulting from the grievance

arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness's regular hours of employment.

D. NO REPRISAL

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

ARTICLE XVII

NEGOTIATIONS

A. The Board and the Association agree that the "good faith" negotiations process is preferably a shared problem-solving format. This format would include an exchange of ideas to promote discussions that would lead to a mutually acceptable agreement.

B. The negotiations process shall be governed by the requirements of Chapter 4117 of the Ohio Revised Code.

C. Meeting time shall be mutually acceptable. The Board may agree to meeting times during the regular teacher workday.

D. The Board and Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

E. During the negotiations process, mutual agreement is required for any informational release to the media.

F. Disagreement resolution.

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

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

2. The mediator shall have the right to hold meetings with negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of FMCS.

3. If the State Employment Relations Board creates a mediation service or bureau, the parties shall seek appointment of the mediator from the agency rather than from the FMCS.

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

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

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

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

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

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

ARTICLE XVIII

AGREEMENT

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

A. Conflict With the Law - Consistent with R.C. 4117.10, the terms of this Negotiated Agreement supersede and replace any conflicting provisions of state law. If any provision of this Agreement conflicts with any federal law or state law which cannot be superseded in this Agreement, such provision shall be inoperative, but the remaining provisions hereof shall remain in effect.

B. Waiver of Negotiations - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.

C. Term of Agreement - This Agreement shall become effective July 1, 2024 and shall continue in full force and effect until June 30, 2026.

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

FOR THE LIMA EDUCATION ASSOCIATION	FOR THE BOARD OF EDUCATION OF THE LIMA CITY SCHOOL DISTRICT
Stephanie Klar	
5/21/24	5/20/24
Date	Date

Teachers Salary Index

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1.000000	1.018590	1.037179	1.114048	1.132637	1.151227
1	1.027513	1.046102	1.064692	1.115380	1.133970	1.152559
2	1.047497	1.066086	1.084676	1.206748	1.225338	1.243927
3	1.149988	1.168577	1.187167	1.300006	1.318596	1.337186
4	1.170002	1.188592	1.207182	1.340005	1.358595	1.377184
5	1.199994	1.218583	1.237173	1.380004	1.398593	1.417183
6	1.250000	1.268590	1.287179	1.420002	1.438592	1.457182
7	1.300006	1.318596	1.337186	1.460001	1.478591	1.497181
8	1.350012	1.368602	1.387192	1.500000	1.518590	1.537179
9	1.399988	1.418577	1.437167	1.539999	1.558588	1.577178
10	1.399988	1.418577	1.437167	1.579998	1.598587	1.617177
11	1.449994	1.468583	1.487173	1.625015	1.642366	1.660956
12	1.500000	1.518590	1.537179	1.649988	1.668577	1.687167
13	1.500000	1.518590	1.537179	1.649988	1.668577	1.687167
14	1.500000	1.518590	1.537179	1.680010	1.698600	1.717189
15	1.550006	1.568596	1.587186	1.699994	1.718583	1.737173
16	1.550006	1.568596	1.587186	1.739993	1.758582	1.777172
17	1.600012	1.618602	1.637192	1.779991	1.798581	1.817171
18	1.600012	1.618602	1.637192	1.800006	1.818596	1.837186
19	1.600012	1.618602	1.637192	1.819990	1.838580	1.857169
20	1.649988	1.668577	1.687167	1.840005	1.858595	1.877184
21	1.649988	1.668577	1.687167	1.859989	1.878579	1.897168
22	1.649988	1.668577	1.687167	1.859989	1.878579	1.897168
23	1.649988	1.668577	1.687167	1.899988	1.918577	1.937167
24	1.649988	1.668577	1.687167	1.899988	1.918577	1.937167
25	1.706190	1.724408	1.737173	2.019984	2.038574	2.057163
26	1.719978	1.738567	1.757157	2.019984	2.038574	2.057163
27	1.750000	1.768590	1.787179	2.050006	2.068596	2.087186
28	1.767908	1.786281	1.806482	2.050006	2.068596	2.087186
29	1.778752	1.797125	1.815529	2.100012	2.118602	2.137192
30	1.796474	1.815064	1.833653	2.100012	2.118602	2.137192

Effective July 1, 2024 -
3% base percentage increase

2024-25 Teacher's Salary Schedule

STEP	BA	BA15	BA30	MA	MA15	MA30
0	$ 40,595	$ 41,350	$ 42,104	$ 45,225	$ 45,979	$ 46,734
1	$ 41,712	$ 42,467	$ 43,221	$ 45,279	$ 46,033	$ 46,788
2	$ 42,523	$ 43,278	$ 44,032	$ 48,988	$ 49,743	$ 50,497
3	$ 46,684	$ 47,438	$ 48,193	$ 52,774	$ 53,528	$ 54,283
4	$ 47,496	$ 48,251	$ 49,006	$ 54,398	$ 55,152	$ 55,907
5	$ 48,714	$ 49,468	$ 50,223	$ 56,021	$ 56,776	$ 57,531
6	$ 50,744	$ 51,498	$ 52,253	$ 57,645	$ 58,400	$ 59,154
7	$ 52,774	$ 53,528	$ 54,283	$ 59,269	$ 60,023	$ 60,778
8	$ 54,804	$ 55,558	$ 56,313	$ 60,893	$ 61,647	$ 62,402
9	$ 56,832	$ 57,587	$ 58,342	$ 62,516	$ 63,271	$ 64,026
10	$ 56,832	$ 57,587	$ 58,342	$ 64,140	$ 64,895	$ 65,649
11	$ 58,862	$ 59,617	$ 60,372	$ 65,968	$ 66,672	$ 67,426
12	$ 60,893	$ 61,647	$ 62,402	$ 66,981	$ 67,736	$ 68,491
13	$ 60,893	$ 61,647	$ 62,402	$ 66,981	$ 67,736	$ 68,491
14	$ 60,893	$ 61,647	$ 62,402	$ 68,200	$ 68,955	$ 69,709
15	$ 62,923	$ 63,677	$ 64,432	$ 69,011	$ 69,766	$ 70,521
16	$ 62,923	$ 63,677	$ 64,432	$ 70,635	$ 71,390	$ 72,144
17	$ 64,953	$ 65,707	$ 66,462	$ 72,259	$ 73,013	$ 73,768
18	$ 64,953	$ 65,707	$ 66,462	$ 73,071	$ 73,826	$ 74,581
19	$ 64,953	$ 65,707	$ 66,462	$ 73,882	$ 74,637	$ 75,392
20	$ 66,981	$ 67,736	$ 68,491	$ 74,695	$ 75,450	$ 76,204
21	$ 66,981	$ 67,736	$ 68,491	$ 75,506	$ 76,261	$ 77,016
22	$ 66,981	$ 67,736	$ 68,491	$ 75,506	$ 76,261	$ 77,016
23	$ 66,981	$ 67,736	$ 68,491	$ 77,130	$ 77,885	$ 78,639
24	$ 66,981	$ 67,736	$ 68,491	$ 77,130	$ 77,885	$ 78,639
25	$ 69,263	$ 70,002	$ 70,521	$ 82,001	$ 82,756	$ 83,511
26	$ 69,822	$ 70,577	$ 71,332	$ 82,001	$ 82,756	$ 83,511
27	$ 71,041	$ 71,796	$ 72,551	$ 83,220	$ 83,975	$ 84,729
28	$ 71,768	$ 72,514	$ 73,334	$ 83,220	$ 83,975	$ 84,729
29	$ 72,208	$ 72,954	$ 73,701	$ 85,250	$ 86,005	$ 86,759
30	$ 72,928	$ 73,683	$ 74,437	$ 85,250	$ 86,005	$ 86,759

Effective July 1, 2025 –
3.25% base percentage increase

2025-26 Teacher's Salary Schedule

STEP	BA	BA15	BA30	MA	MA15	MA30
0	$ 41,914	$ 42,693	$ 43,472	$ 46,694	$ 47,473	$ 48,253
1	$ 43,067	$ 43,846	$ 44,626	$ 46,750	$ 47,529	$ 48,308
2	$ 43,905	$ 44,684	$ 45,463	$ 50,580	$ 51,359	$ 52,138
3	$ 48,201	$ 48,980	$ 49,759	$ 54,488	$ 55,268	$ 56,047
4	$ 49,039	$ 49,819	$ 50,598	$ 56,165	$ 56,944	$ 57,723
5	$ 50,297	$ 51,076	$ 51,855	$ 57,841	$ 58,621	$ 59,400
6	$ 52,393	$ 53,172	$ 53,951	$ 59,518	$ 60,297	$ 61,076
7	$ 54,488	$ 55,268	$ 56,047	$ 61,194	$ 61,974	$ 62,753
8	$ 56,584	$ 57,364	$ 58,143	$ 62,871	$ 63,650	$ 64,429
9	$ 58,679	$ 59,458	$ 60,237	$ 64,548	$ 65,327	$ 66,106
10	$ 58,679	$ 59,458	$ 60,237	$ 66,224	$ 67,003	$ 67,782
11	$ 60,775	$ 61,554	$ 62,333	$ 68,111	$ 68,838	$ 69,617
12	$ 62,871	$ 63,650	$ 64,429	$ 69,158	$ 69,937	$ 70,716
13	$ 62,871	$ 63,650	$ 64,429	$ 69,158	$ 69,937	$ 70,716
14	$ 62,871	$ 63,650	$ 64,429	$ 70,416	$ 71,195	$ 71,974
15	$ 64,967	$ 65,746	$ 66,525	$ 71,254	$ 72,033	$ 72,812
16	$ 64,967	$ 65,746	$ 66,525	$ 72,930	$ 73,709	$ 74,488
17	$ 67,063	$ 67,842	$ 68,621	$ 74,607	$ 75,386	$ 76,165
18	$ 67,063	$ 67,842	$ 68,621	$ 75,445	$ 76,225	$ 77,004
19	$ 67,063	$ 67,842	$ 68,621	$ 76,283	$ 77,062	$ 77,841
20	$ 69,158	$ 69,937	$ 70,716	$ 77,122	$ 77,901	$ 78,680
21	$ 69,158	$ 69,937	$ 70,716	$ 77,960	$ 78,739	$ 79,518
22	$ 69,158	$ 69,937	$ 70,716	$ 77,960	$ 78,739	$ 79,518
23	$ 69,158	$ 69,937	$ 70,716	$ 79,636	$ 80,415	$ 81,194
24	$ 69,158	$ 69,937	$ 70,716	$ 79,636	$ 80,415	$ 81,194
25	$ 71,513	$ 72,277	$ 72,812	$ 84,666	$ 85,445	$ 86,224
26	$ 72,091	$ 72,870	$ 73,649	$ 84,666	$ 85,445	$ 86,224
27	$ 73,350	$ 74,129	$ 74,908	$ 85,924	$ 86,703	$ 87,482
28	$ 74,100	$ 74,870	$ 75,717	$ 85,924	$ 86,703	$ 87,482
29	$ 74,555	$ 75,325	$ 76,096	$ 88,020	$ 88,799	$ 89,578
30	$ 75,297	$ 76,077	$ 76,856	$ 88,020	$ 88,799	$ 89,578

APPENDIX C

Counselors' Salary Index

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

APPENDIX D

Counselors' Salary Schedule
2024-2025

Base: $41,304

STEP	MA	MA15	MA30
0	$ 51,531	$ 52,407	$ 53,278
1	$ 52,857	$ 53,728	$ 54,600
2	$ 53,815	$ 54,691	$ 55,562
3	$ 55,256	$ 56,132	$ 57,000
4	$ 56,694	$ 57,574	$ 58,445
5	$ 58,375	$ 59,251	$ 60,130
6	$ 60,304	$ 61,171	$ 62,051
7	$ 62,220	$ 63,096	$ 63,972
8	$ 64,145	$ 65,021	$ 65,896
9	$ 66,062	$ 66,937	$ 67,817
10	$ 67,986	$ 68,858	$ 69,738
11	$ 69,903	$ 70,783	$ 71,658
12	$ 71,828	$ 72,703	$ 73,579
13	$ 73,748	$ 74,624	$ 75,495
14	$ 75,673	$ 76,545	$ 77,416
15	$ 77,594	$ 78,469	$ 79,341
16	$ 79,638	$ 80,506	$ 81,377
17	$ 81,675	$ 82,550	$ 83,426
18	$ 83,711	$ 84,591	$ 85,466
19	$ 85,152	$ 86,032	$ 86,908
20	$ 85,152	$ 86,032	$ 86,908
21	$ 85,152	$ 86,032	$ 86,908
22	$ 85,152	$ 86,032	$ 86,908
23	$ 87,073	$ 87,953	$ 88,828
24	$ 87,073	$ 87,953	$ 88,828
25	$ 93,376	$ 94,256	$ 95,131
26	$ 93,376	$ 94,256	$ 95,131
27	$ 94,817	$ 95,697	$ 96,573
28	$ 94,817	$ 95,697	$ 96,573
29	$ 94,817	$ 95,697	$ 96,573
30	$ 94,817	$ 95,697	$ 96,573

Counselors' Salary Schedule
2025-2026

Base: $42,646

STEP	MA	MA15	MA30
0	$ 53,205	$ 54,109	$ 55,009
1	$ 54,574	$ 55,474	$ 56,374
2	$ 55,563	$ 56,468	$ 57,367
3	$ 57,052	$ 57,956	$ 58,851
4	$ 58,536	$ 59,444	$ 60,344
5	$ 60,272	$ 61,176	$ 62,084
6	$ 62,263	$ 63,159	$ 64,067
7	$ 64,242	$ 65,146	$ 66,050
8	$ 66,229	$ 67,133	$ 68,037
9	$ 68,208	$ 69,112	$ 70,020
10	$ 70,195	$ 71,095	$ 72,004
11	$ 72,174	$ 73,082	$ 73,987
12	$ 74,161	$ 75,065	$ 75,970
13	$ 76,144	$ 77,049	$ 77,948
14	$ 78,132	$ 79,032	$ 79,931
15	$ 80,115	$ 81,019	$ 81,919
16	$ 82,226	$ 83,121	$ 84,021
17	$ 84,328	$ 85,232	$ 86,136
18	$ 86,431	$ 87,339	$ 88,243
19	$ 87,919	$ 88,827	$ 89,731
20	$ 87,919	$ 88,827	$ 89,731
21	$ 87,919	$ 88,827	$ 89,731
22	$ 87,919	$ 88,827	$ 89,731
23	$ 89,902	$ 90,810	$ 91,714
24	$ 89,902	$ 90,810	$ 91,714
25	$ 96,410	$ 97,318	$ 98,222
26	$ 96,410	$ 97,318	$ 98,222
27	$ 97,898	$ 98,807	$ 99,711
28	$ 97,898	$ 98,807	$ 99,711
29	$ 97,898	$ 98,807	$ 99,711
30	$ 97,898	$ 98,807	$ 99,711

APPENDIX E

Occupational Salary Index

STEP	
0	1.000000
1	1.040011
2	1.092023
3	1.144035
4	1.196001
5	1.248013
6	1.289591
7	1.342754
8	1.372838
9	1.397715
10	1.434271
11	1.459194
12	1.487204
13	1.507958
14	1.528782
15	1.549605
16	1.570083
17	1.590745
18	1.590745
19	1.611752
20	1.611752
21	1.611752
22	1.611752
23	1.633013
24	1.633013
25	1.665699
26	1.665699
27	1.698339
28	1.698339
29	1.698339
30	1.698339

APPENDIX F

Occupational Salary Schedule
2024-2025

Base: $53,900

0	$	53,900
1	$	56,057
2	$	58,860
3	$	61,663
4	$	64,464
5	$	67,268
6	$	69,509
7	$	72,374
8	$	73,996
9	$	75,337
10	$	77,307
11	$	78,651
12	$	80,160
13	$	81,279
14	$	82,401
15	$	83,524
16	$	84,627
17	$	85,741
18	$	85,741
19	$	86,873
20	$	86,873
21	$	86,873
22	$	86,873
23	$	88,019
24	$	88,019
25	$	89,781
26	$	89,781
27	$	91,540
28	$	91,540
29	$	91,540
30	$	91,540

Occupational Salary Schedule
2025-2026

Base: $55,652

0	$	55,652
1	$	57,879
2	$	60,773
3	$	63,668
4	$	66,560
5	$	69,454
6	$	71,768
7	$	74,727
8	$	76,401
9	$	77,786
10	$	79,820
11	$	81,207
12	$	82,766
13	$	83,921
14	$	85,080
15	$	86,239
16	$	87,378
17	$	88,528
18	$	88,528
19	$	89,697
20	$	89,697
21	$	89,697
22	$	89,697
23	$	90,880
24	$	90,880
25	$	92,699
26	$	92,699
27	$	94,516
28	$	94,516
29	$	94,516
30	$	94,516

APPENDIX G

2024-2026

SALARY SCHEDULE
FOR
ADDITIONAL PERSONNEL

Paid at the rate of $25.00 per hour.

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

WORK STUDY TRANSITION COORDINATOR EXTENDED TIME

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

2024-25 Supplemental Salary Schedule				
	POSITION	SALARY	Payment Schedule	
Class 1				
	Head Football & Coord.	9,724	Sept - Oct	
	Head Boys Basketball & Coord.	9,724	Dec - Feb	
	Head Girls Basketball & Coord.	9,724	Dec - Feb	
	Head Baseball & Coord.	9,724	Apr - May	
	Head Softball & Coord.	9,724	Apr - May	
Class 2				
	Inst. Team Ldr. - Science	7,961	26 Pays	
	Inst. Team Ldr. - Math	7,961	26 Pays	
	Inst. Team Ldr. - Reading & Language Arts	7,961	26 Pays	
	Inst. Team Ldr. - Soc. Studies	7,961	26 Pays	
	Internal Facilitator	7,961	26 Pays	
Class 3				
	Lima City Youth Athletic Supvisor	7,293	26 pays	
	Head Boys Soccer & Prog. Coord.	7,293	Sept-Oct	
	Head Girls Soccer & Prog. Coord.	7,293	Sept-Oct	
	Head Volleyball & Coord.	7,293	Sept-Oct	
	Head Boys Swimming & Program Coordinator	7,293	Dec - Feb	
	Head Girls Swimming & Program Coordinator	7,293	Dec - Feb	
	Head Wrestling & Prog. Coord.	7,293	Dec - Feb	
	Head Boys Track & Coord.	7,293	Apr - May	
	Head Girls Track & Coord.	7,293	Apr - May	
	Head Boys Lacrosse & Prog Cood.	7,293	Apr - May	
	Head Girls Lacrosse & Prog Coo	7,293	Apr - May	
	Marching Band Dir.	7,293	Sept-Oct	
	Campus House Manager	7,293	26 pays	
Class 4				
	Asst. Varsity Football	6,321	Sept-Oct	
	Asst. Varsity Boys Basketball	6,321	Dec - Feb	
	Asst Varsity Girls Basketball	6,321	Dec - Feb	
	Asst Varsity Baseball	6,321	Apr - May	
	Asst. Varsity Softball	6,321	Apr - May	
Class 5				
	Head Golf Coach & Program Coordinator Girls	5,470	Sept-Oct	
	Head Golf Coach & Program Coordinator Boys	5,470	Sept-Oct	
	Head Freshmen Football	5,470	Sept-Oct	
	Head Girls Tennis & Program Coordinator	5,470	Sept-Oct	
	Head Cross Country & Program Coordinator Boys	5,470	Sept-Oct	
	Head Cross Country & Program Coordinator Girls	5,470	Sept-Oct	
	Head Bowling Coach & Program Coordinator Girls	5,470	Dec - Feb	
	Head Bowling Coach & Program Coordinator Boys	5,470	Dec - Feb	
	Head Boys Tennis & Prog. Coord.	5,470	Apr - May	
	Conditioning Program Supv.	5,470	26 Pays	
	Equipment Manager	5,470	26 Pays	
	HS Academic Advisor	5,470	26 Pays	
Class 6				
	Level I Team Leader	4,899	26 Pays	
	Team Leader Health Services	4,899	26 Pays	
	Asst Freshmen Football	4,899	Sept-Oct	
	Head MS Football	4,899	Sept-Oct	
	Freshmen Girls Basketball	4,899	Dec - Feb	
	Freshmen Boys Basketball	4,899	Dec - Feb	
	Head MS Girls Basketball	4,899	Dec - Feb	
	Head MS Boys Basketball	4,899	Dec - Feb	
	Head Indoor Track Boys	4,899	Dec - Feb	
	Head Indoor Track Girls	4,899	Dec - Feb	
	Freshmen Baseball	4,899	Apr - May	

2024-25 Supplemental Salary Schedule				
	POSITION	SALARY	Payment Schedule	
	Freshmen Softball	4,899	Apr - May	
	Head MS Baseball	4,899	Apr - May	
	Head MS Softball	4,899	Apr - May	
Class 7				
	Asst. Girls Soccer	4,741	Sept-Oct	
	Asst. Boys Soccer	4,741	Sept-Oct	
	Asst. Volleyball	4,741	Sept-Oct	
	Asst Wrestling	4,741	Dec - Feb	
	Asst. Boys Swim	4,741	Dec - Feb	
	Asst. Girls Swim	4,741	Dec - Feb	
	Asst Boys Lacrosse	4,741	Apr - May	
	Asst Girls Lacrosse	4,741	Apr - May	
	Asst. Boys Track	4,741	Apr - May	
	Asst. Girls Track	4,741	Apr - May	
	Site Supervisor (HS Fall)	4,741	Sept-Oct	
	Site Supervisor (HS Winter)	4,741	Dec - Feb	
	Site Supervisor (HS Spring)	4,741	Apr - May	
	Site Supervisor (MS Fall)	**4,741**	**Sept-Oct**	
	Site Supervisor (MS Winter)	**4,741**	**Dec - Feb**	
	Site Supervisor (MS Spring)	4,741	Apr - May	
Class 8				
	Associate Marching Band Director	4,287	Sept-Oct	
	Auxiliary Marching Band Director	4,287	Sept-Oct	
	HS Drama Advisor	4,287	26 Pays	
	Fund Raising Coordinator (Out of State Trips)	4,287	26 Pays	
	Yearbook Advisor	4,287	26 Pays	
Class 9				
	HS Audio-Visual Advisor	3,674	26 Pays	
	Asst MS Football	3,674	Sept-Oct	
	Asst Boys Cross Country	3,674	Sept-Oct	
	Asst Girls Cross Country	3,674	Sept-Oct	
	MS Boys Soccer	3,674	Sept-Oct	
	MS Girls Soccer	3,674	Sept-Oct	
	Freshmen Volleyball	3,674	Sept-Oct	
	MS Volleyball	3,674	Sept-Oct	
	Asst. Girls Tennis	3,674	Sept-Oct	
	Varsity Football Cheer Advisor	3,674	Sept-Oct	
	Asst Golf	3,674	Sept-Oct	
	Asst MS Boys BB	3,674	Dec - Feb	
	Asst MS Girls BB	3,674	Dec - Feb	
	Asst. Girls Bowling Coach	3,674	Dec - Feb	
	Asst. Boys Bowling Coach	3,674	Dec - Feb	
	MS Wrestling	3,674	Dec - Feb	
	Varsity/JV Basketball Cheer Advisor	3,674	Dec - Feb	
	Asst. Boys Tennis	3,674	Apr - May	
	Asst MS Baseball	3,674	Apr - May	
	Asst MS Softball	3,674	Apr - May	
	MS Boys Lacrosse	3,674	Apr - May	
	MS Girls Lacrosse	3,674	Apr - May	
	MS Boys Track	3,674	Apr - May	
	MS Girls Track	3,674	Apr - May	
	Athletic Ticket Manager	3,674	26 Pays	
	Athletic Dept. Apparel	3,674	26 Pays	
	Asst. Marching Band Director	3,674	Sept-Oct	
	Vocal Director	3,674	26 Pays	

2024-25 Supplemental Salary Schedule				
	POSITION	SALARY	Payment Schedule	
Class 10				
	Conditioning Program Asst.	3,062	26 pays	
	IAT Team Leader	3,062	26 Pays	
	Pep Band Director	3,062	Dec - Feb	
	Youth Govt Advisor	3,062	26 Pays	
Class 11				
	MS Golf	2,449	Sept-Oct	
	MS Cross Country	2,449	Sept-Oct	
	JV/FR Football Cheer	2,449	Sept - Oct	
	MS Girls Tennis	2,449	Sept - Oct	
	Asst. Indoor Track Girls	2,449	Dec - Feb	
	Asst. Indoor Track Boys	2,449	Dec - Feb	
	MS Bowling	2,449	Dec - Feb	
	FR Basketball Cheer	2,449	Dec - Feb	
	Ass't MS Boys Track	2,449	Apr - May	
	Ass't MS Girls Track	2,449	Apr - May	
	MS Boys Tennis	2,449	Apr - May	
	Gifted Coordinator	2,449	26 Pays	
	HS Student Govt. Advisor	2,449	26 Pays	
	Dept. Chair - Foreign Lang.	2,449	26 Pays	
	Dept. Chair - Arts	2,449	26 Pays	
	Dept. Chair - Social Studies	2,449	26 Pays	
	Dept. Chair - Science	2,449	26 Pays	
	Dept. Chair - Math	2,449	26 Pays	
	Dept. Chair - Health/PE	2,449	26 Pays	
	Dept. Chair - Language Arts	2,449	26 Pays	
	Dept. Chair - English	2,449	26 Pays	
	Dept. Chair - Spec. Ed.	2,449	26 Pays	
	Saturday School Supv.	2,449	26 Pays	
	Level II Team Leader	2,449	26 Pays	
	Vocal Director's Asst. (Choreographer)	2,449	26 Pays	
Class 12				
	MS Football Cheer Advisor	1,838	Sept-Oct	
	MS Basketball Cheer Advisor	1,838	Dec-Feb	
	Breakfast Program Supv.	1,838	26 Pays	
	HS School Publications Advisor	1,838	26 Pays	
	Audio-Visual Advisor (North/West)	1,838	26 Pays	
	Systems Operator	1,838	26 Pays	
	Yearbook Business Mgr.	1,838	26 Pays	
	Band Uniform Maintenance	1,838	Sept-Oct	
Class 13				
	Key Club Adv.	1,592	26 Pays	
Class 14				
	Safety Patrol Advisor	1,470	26 Pays	
	Quiz Bowl Chair	1,470	26 Pays	
Class 15				
	MS Student Govt. Advisor	1,225	26 Pays	
	HS Quiz Team Asst.	1,225	26 Pays	
	Grade 12 Class Advisor	1,225	26 Pays	
	Grade 10 Class Advisor	1,225	26 Pays	
	Grade 9 Class Advisor	1,225	26 Pays	
	Grade 11 Class Advisor	1,225	26 Pays	
	NHS	1,225	26 Pays	
	Youth Govt Advisor Asst.	1,225	26 Pays	

2024-25 Supplemental Salary Schedule

POSITION	SALARY	Payment Schedule
Class 16		
MS Stage Director	980	26 Pays
Arts Magnet Dance Advisor	980	26 Pays
Arts Magnet Drama Advisor	980	26 Pays
Arts Magnet Activities (Yoga)	980	26 Pays
Class 17		
Basketball Chaperone	734	Dec-Feb
9th Volleyball Chaperone	734	Sept-Oct
Softball Chaperone	734	Apr-May
Winter Chaperone	734	Dec - Feb
Fall Chaperone	734	Sept-Oct
7/8 Basketball Chaperone	734	Dec - Feb
Basketball Chaperone 9th gr.	734	Dec - Feb
Student Social Committee Chair	734	26 Pays
MS Quiz Team Advisor 5/6	734	Oct - Dec
MS Quiz Team Advisor 7/8	734	Dec - Feb
MS STEM Club	734	26 Pays
Builder's Club Advisor	734	26 Pays
K Kids Club Advisor	734	26 pays
Class 18		
Student Social Comm. Member	490	26 Pays
MS Show Choir	490	26 Pays
Class 19		
MS Quiz Team Asst.	368	26 Pays
Family Nite Out Coord.	368	Dec-June
Class 20		
Interest Club - IDAA	123	June
Interest Club - FCCLA	123	June
Foreign Language International Club	123	June
Annual Music Festival	123	June
HS/MS Special Banquets (Food Srvc.) (per banquet)	123	June
Career & Technical Education Student Organization Activity Advisor (max. $6000/yr. total for VICA, BPA, FCCLA/HERO, DECA)	$25.00/hr (1-8 hrs) or	Overnights on a workday $250 per day
Special Inservice Instructional Support	$25.00/hr	
Summer Music Clinic	$25.00/hr	
Summer Music Clinic Coordinator	$27.75/hr	
IAT Team Member	$25.00/hr	
Choir Accompanist (not to exceed $5500)	$25.00/hr	
Special Performances (per teacher)	$61.50	per performance
Chaperoning students during special performance (per teacher)	$25.00/hr	
Touring Company Director (per performance-max 20)	$61.50	per performance
Touring Company Asst. Dir. (per performance- max 20)	$46.13	per performance
Teaching class during planning period (per class)	$25.00/hr	
Cafeteria Supervisors	$25.00/hr	
Scouting trips (football) per trip/per individual - $1000/sport/year	$25.00/hr	
Scouting trips (basketball) per trip/per individual - $2000/sport/year	$25.00/hr	
After School Detention Supervisors	$25.00/hr	
Summer school teachers	$25.00/hr	
Adult evening teachers	$25.00/hr	
Supervising Admission-fee school programs (per session)	$25.00/hr	

2024-25 Supplemental Salary Schedule				
	POSITION	SALARY	Payment Schedule	
	$25.00/hr OR $250 per day for Overnight non-working day for attending/participating in vocational club activities as approved by Vocational director			
	$25.00/hr OR $250 per day for Overnight non-working day for attending/participating in activities as approved by the building prinicpal			
	NOTE: Except as noted, payment will be every other Friday			

2025-26 Supplemental Salary Schedule

POSITION	SALARY	Payment Schedule
Class 1		
Head Football & Coord.	10,040	Sept - Oct
Head Boys Basketball & Coord.	10,040	Dec - Feb
Head Girls Basketball & Coord.	10,040	Dec - Feb
Head Baseball & Coord.	10,040	Apr - May
Head Softball & Coord.	10,040	Apr - May
Class 2		
Inst. Team Ldr. - Science	8,220	26 Pays
Inst. Team Ldr. - Math	8,220	26 Pays
Inst. Team Ldr. - Reading & Language Arts	8,220	26 Pays
Inst. Team Ldr. - Soc. Studies	8,220	26 Pays
Internal Facilitator	8,220	26 Pays
Class 3		
Lima City Youth Athletic Supvisor	7,530	26 pays
Head Boys Soccer & Prog. Coord.	7,530	Sept-Oct
Head Girls Soccer & Prog. Coord.	7,530	Sept-Oct
Head Volleyball & Coord.	7,530	Sept-Oct
Head Boys Swimming & Program Coordinator	7,530	Dec - Feb
Head Girls Swimming & Program Coordinator	7,530	Dec - Feb
Head Wrestling & Prog. Coord.	7,530	Dec - Feb
Head Boys Track & Coord.	7,530	Apr - May
Head Girls Track & Coord.	7,530	Apr - May
Head Boys Lacrosse & Prog Cood.	7,530	Apr - May
Head Girls Lacrosse & Prog Coo	7,530	Apr - May
Marching Band Dir.	7,530	Sept-Oct
Campus House Manager	7,530	26 pays
Class 4		
Asst. Varsity Football	6,526	Sept-Oct
Asst. Varsity Boys Basketball	6,526	Dec - Feb
Asst Varsity Girls Basketball	6,526	Dec - Feb
Asst Varsity Baseball	6,526	Apr - May
Asst. Varsity Softball	6,526	Apr - May
Class 5		
Head Golf Coach & Program Coordinator Girls	5,648	Sept-Oct
Head Golf Coach & Program Coordinator Boys	5,648	Sept-Oct
Head Freshmen Football	5,648	Sept-Oct
Head Girls Tennis & Program Coordinator	5,648	Sept-Oct
Head Cross Country & Program Coordinator Boys	5,648	Sept-Oct
Head Cross Country & Program Coordinator Girls	5,648	Sept-Oct
Head Bowling Coach & Program Coordinator Girls	5,648	Dec - Feb
Head Bowling Coach & Program Coordinator Boys	5,648	Dec - Feb
Head Boys Tennis & Prog. Coord.	5,648	Apr - May
Conditioning Program Supv.	5,648	26 Pays
Equipment Manager	5,648	26 Pays
HS Academic Advisor	5,648	26 Pays
Class 6		
Level I Team Leader	5,058	26 Pays
Team Leader Health Services	5,058	26 Pays
Asst Freshmen Football	5,058	Sept-Oct
Head MS Football	5,058	Sept-Oct
Freshmen Girls Basketball	5,058	Dec - Feb
Freshmen Boys Basketball	5,058	Dec - Feb
Head MS Girls Basketball	5,058	Dec - Feb
Head MS Boys Basketball	5,058	Dec - Feb
Head Indoor Track Boys	5,058	Dec - Feb
Head Indoor Track Girls	5,058	Dec - Feb
Freshmen Baseball	5,058	Apr - May
Freshmen Softball	5,058	Apr - May
Head MS Baseball	5,058	Apr - May
Head MS Softball	5,058	Apr - May

2025-26 Supplemental Salary Schedule

POSITION	SALARY	Payment Schedule
Class 7		
Asst. Girls Soccer	4,895	Sept-Oct
Asst. Boys Soccer	4,895	Sept-Oct
Asst. Volleyball	4,895	Sept-Oct
Asst Wrestling	4,895	Dec - Feb
Asst. Boys Swim	4,895	Dec - Feb
Asst. Girls Swim	4,895	Dec - Feb
Asst Boys Lacrosse	4,895	Apr - May
Asst Girls Lacrosse	4,895	Apr - May
Asst. Boys Track	4,895	Apr - May
Asst. Girls Track	4,895	Apr - May
Site Supervisor (HS Fall)	4,895	Sept-Oct
Site Supervisor (HS Winter)	4,895	Dec - Feb
Site Supervisor (HS Spring)	4,895	Apr - May
Site Supervisor (MS Fall)	4,895	Sept-Oct
Site Supervisor (MS Winter)	4,895	Dec - Feb
Site Supervisor (MS Spring)	4,895	Apr - May
Class 8		
Associate Marching Band Director	4,426	Sept-Oct
Auxiliary Marching Band Director	4,426	Sept-Oct
HS Drama Advisor	4,426	26 Pays
Fund Raising Coordinator (Out of State Trips)	4,426	26 Pays
Yearbook Advisor	4,426	26 Pays
Class 9		
HS Audio-Visual Advisor	3,793	26 Pays
Asst MS Football	3,793	Sept-Oct
Asst Boys Cross Country	3,793	Sept-Oct
Asst Girls Cross Country	3,793	Sept-Oct
MS Boys Soccer	3,793	Sept-Oct
MS Girls Soccer	3,793	Sept-Oct
Freshmen Volleyball	3,793	Sept-Oct
MS Volleyball	3,793	Sept-Oct
Asst. Girls Tennis	3,793	Sept-Oct
Varsity Football Cheer Advisor	3,793	Sept-Oct
Asst Golf	3,793	Sept-Oct
Asst MS Boys BB	3,793	Dec - Feb
Asst MS Girls BB	3,793	Dec - Feb
Asst. Girls Bowling Coach	3,793	Dec - Feb
Asst. Boys Bowling Coach	3,793	Dec - Feb
MS Wrestling	3,793	Dec - Feb
Varsity/JV Basketball Cheer Advisor	3,793	Dec - Feb
Asst. Boys Tennis	3,793	Apr - May
Asst MS Baseball	3,793	Apr - May
Asst MS Softball	3,793	Apr - May
MS Boys Lacrosse	3,793	Apr - May
MS Girls Lacrosse	3,793	Apr - May
MS Boys Track	3,793	Apr - May
MS Girls Track	3,793	Apr - May
Athletic Ticket Manager	3,793	26 Pays
Athletic Dept. Apparel	3,793	26 Pays
Asst. Marching Band Director	3,793	Sept-Oct
Vocal Director	3,793	26 Pays
Class 10		
Conditioning Program Asst.	3,162	26 pays
IAT Team Leader	3,162	26 Pays
Pep Band Director	3,162	Dec - Feb
Youth Govt Advisor	3,162	26 Pays
Class 11		
MS Golf	2,529	Sept-Oct

2025-26 Supplemental Salary Schedule

POSITION	SALARY	Payment Schedule
MS Cross Country	2,529	Sept-Oct
JV/FR Football Cheer	2,529	Sept - Oct
MS Girls Tennis	2,529	Sept - Oct
Asst. Indoor Track Girls	2,529	Dec - Feb
Asst. Indoor Track Boys	2,529	Dec - Feb
MS Bowling	2,529	Dec - Feb
FR Basketball Cheer	2,529	Dec - Feb
Ass't MS Boys Track	2,529	Apr - May
Ass't MS Girls Track	2,529	Apr - May
MS Boys Tennis	2,529	Apr - May
Gifted Coordinator	2,529	26 Pays
HS Student Govt. Advisor	2,529	26 Pays
Dept. Chair - Foreign Lang.	2,529	26 Pays
Dept. Chair - Arts	2,529	26 Pays
Dept. Chair - Social Studies	2,529	26 Pays
Dept. Chair - Science	2,529	26 Pays
Dept. Chair - Math	2,529	26 Pays
Dept. Chair - Health/PE	2,529	26 Pays
Dept. Chair - Language Arts	2,529	26 Pays
Dept. Chair - English	2,529	26 Pays
Dept. Chair - Spec. Ed.	2,529	26 Pays
Saturday School Supv.	2,529	26 Pays
Level II Team Leader	2,529	26 Pays
Vocal Director's Asst. (Choreographer)	2,529	26 Pays
Class 12		
MS Football Cheer Advisor	1,898	Sept-Oct
MS Basketball Cheer Advisor	1,898	Dec-Feb
Breakfast Program Supv.	1,898	26 Pays
HS School Publications Advisor	1,898	26 Pays
Audio-Visual Advisor (North/West)	1,898	26 Pays
Systems Operator	1,898	26 Pays
Yearbook Business Mgr.	1,898	26 Pays
Band Uniform Maintenance	1,898	Sept-Oct
Class 13		
Key Club Adv.	1,644	26 Pays
Class 14		
Safety Patrol Advisor	1,518	26 Pays
Quiz Bowl Chair	1,518	26 Pays
Class 15		
MS Student Govt. Advisor	1,265	26 Pays
HS Quiz Team Asst.	1,265	26 Pays
Grade 12 Class Advisor	1,265	26 Pays
Grade 10 Class Advisor	1,265	26 Pays
Grade 9 Class Advisor	1,265	26 Pays
Grade 11 Class Advisor	1,265	26 Pays
NHS	1,265	26 Pays
Youth Govt Advisor Asst.	1,265	26 Pays
Class 16		
MS Stage Director	1,012	26 Pays
Arts Magnet Dance Advisor	1,012	26 Pays
Arts Magnet Drama Advisor	1,012	26 Pays
Arts Magnet Activities (Yoga)	1,012	26 Pays
Class 17		
Basketball Chaperone	758	Dec-Feb
9th Volleyball Chaperone	758	Sept-Oct
Softball Chaperone	758	Apr-May
Winter Chaperone	758	Dec - Feb
Fall Chaperone	758	Sept-Oct
7/8 Basketball Chaperone	758	Dec - Feb
Basketball Chaperone 9th gr.	758	Dec - Feb

2025-26 Supplemental Salary Schedule

	POSITION	SALARY	Payment Schedule
	Student Social Committee Chair	758	26 Pays
	MS Quiz Team Advisor 5/6	758	Oct - Dec
	MS Quiz Team Advisor 7/8	758	Dec - Feb
	MS STEM Club	758	26 Pays
	Builder's Club Advisor	758	26 Pays
	K Kids Club Advisor	758	26 pays
Class 18			
	Student Social Comm. Member	506	26 Pays
	MS Show Choir	506	26 Pays
Class 19			
	MS Quiz Team Asst.	380	26 Pays
	Family Nite Out Coord.	380	Dec-June
Class 20			
	Interest Club - IDAA	127	June
	Interest Club - FCCLA	127	June
	Foreign Language International Club	127	June
	Annual Music Festival	127	June
	HS/MS Special Banquets (Food Srvc.) (per banquet)	127	June
	Career & Technical Education Student Organization Activity Advisor (max. $6000/yr. total for VICA, BPA, FCCLA/HERO, DECA)	$25.00/hr (1-8 hrs) or	Overnight on a workday $250 per day
	Special Inservice Instructional Support	$25.00/hr	
	Summer Music Clinic	$25.00/hr	
	Summer Music Clinic Coordinator	$27.75/hr	
	IAT Team Member	$25.00/hr	
	Choir Accompanist (not to exceed $5500)	$25.00/hr	
	Special Performances (per teacher)	$51.50	per performance
	Chaperoning students during special performance (per teacher)	$25.00/hr	
	Touring Company Director (per performance-max 20)	$51.50	per performance
	Touring Company Asst. Dir. (per performance-max 20)	$46.13	per performance
	Teaching class during planning period (per class)	$25.00/hr	
	Cafeteria Supervisors	$25.00/hr	
	Scouting trips (football) per trip/per individual - $1000/sport/year	$25.00/hr	
	Scouting trips (basketball) per trip/per individual - $2000/sport/year	$25.00/hr	
	After School Detention Supervisors	$25.00/hr	
	Summer school teachers	$25.00/hr	
	Adult evening teachers	$25.00/hr	
	Supervising Admission-fee school programs (per session)	$25.00/hr	
	$25.00/hr OR $250 per day for Overnight non-working day for attending/participating in vocational club activities as approved by Vocational Director		
	$25.00/hr OR $250 per day for Overnight non-working day for attending/participating in activities as approved by building principal		
	NOTE: Except as noted, payment will be every other Friday		

APPENDIX I

TEACHER OBSERVATION FORM

Date _____

Teacher _____ School _____

Observer _____

Lesson Content

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

_____

_____

_____

Classroom Management

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

_____

_____

_____

Teaching Strategies/Student Learning

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

_____

_____

_____

Professional Development

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

Job Performance

1. Meeting expectations ___ Not meeting expectations ___

Suggestions: _____

_____

_____

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

LCS

Lima City Schools
Career Job Appraisal

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

Name _____ Year 20__ - 20__ School _____

Job Description Title _____ Contract Type:
_____ Limited
_____ Continuing

_____ _____
Signature, Professional Signature, Evaluator

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

Dates:

Pre-Appraisal Conference	_____	Final Conference	_____
Observation Visits	_____	Observation Confs.	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

JOB TARGETS

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

2. Summary Comments:

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

I. LESSON CONTENT:

II. CLASSROOM MANAGEMENT:

III. TEACHING STRATEGIES

IV. EVIDENCE OF LEARNING

V. JOB PERFORMANCE

VI. SUMMARY COMMENTS

JOB TARGET/DEVELOPMENT PLAN

Name _____

Goals:

Target Goal:

Possible alternatives that might be used for attaining goal:

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

Strategies/Outcomes:
(See other side)

Other Goals (Optional)

Additional Comments:

_____

_____

_____

Signature (Professional) _____ Date _____

Administrative Response:

_____

_____

_____

Signature (Administrator) _____ Date _____

Pick One Target Goal That Meets The Following Criteria:

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

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

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

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

LEA

APPENDIX J

GRIEVANCE REPORT FORM

Name of Grievant: _____ Date of Grievance: _____

Building: _____ Assignment: _____

GRIEVANCE: _____

_____

_____

RELIEF SOUGHT: _____

_____

_____

_____

Signature of Grievant _____

STEP 1: INFORMAL WITH GRIEVANT

Date of discussion: _____

Resolved: **Yes**: ____ **No**: ____

_____

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

Date filed: _____ Received by: _____
Attachments: _____Yes _____ No
Date of hearing: _____ MUST BE WITHIN FIVE (5) DAYS OF FILING DATE
Response date: _____ MUST BE WITHIN THREE (3) DAYS OF HEARING DATE.
Received by: _____

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

COMMENTS: _____

_____

_____

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

Date filed: _____ Received by: _____

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

Response date: _____ Received by: _____

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

Date filed: _____ Verification attached: _____ Yes _____ No

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

EMPLOYEE (TUITION) REIMBURSEMENT FORM

PERSONAL INFORMATION:

NAME: _____
ADDRESS: _____
_____
_____

YOUR LIMA CITY BUILDING:

_____

UNIVERSITY/INSTITUTION INFORMATION:

NAME OF SCHOOL:

_____

ADDRESS:

_____

_____

_____

TYPE OF VERIFICATION:

Grade Card Copy ☐

Transcript ☐

Other ☐

COST/RECEIPT: _____

TRIMESTER:

October 30 ☐

February 28 ☐

July 30 ☐

_____
Signature of Applicant

_____
Date Received

_____
Date

_____
Date of Return Copy Sent

Procedures for Employee Tuition Reimbursement Fund

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

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

1. Employees covered under Article 1 of the negotiated agreement.

2. A completed form for each payment trimester sent to the office of the Treasurer thirty(30) days prior to the distribution date (i.e., September 30, January 30, and June 30).

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

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

APPENDIX L

RESIDENT EDUCATOR PROVISION

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

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

Pay for services will be as follows, per year:

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

Mentors/Lead Mentors – a teacher desiring to serve as a mentor for the Resident Educator Program shall have five (5) years of teaching experience, preferably in the same teaching field. Mentors must be state-certified by completing the 12-hour state training for new Resident Educator Mentors.

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

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

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

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

APPENDIX M

Lima City Schools

3220 - **STANDARDS-BASED TEACHER EVALUATION**

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

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

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.
2. Inform instruction.
3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

OTES Committee

The Board authorizes the Superintendent to establish and maintain an ongoing Lima City Schools OTES Committee, with continuing participation by District teachers represented by the Lima Education Association and Lima City School Administration, for the express purpose of establishing policies, procedures and processes, including the evaluation instrument and the approval of HQSD, for the evaluation of teachers on the District, and to regularly review the effectiveness of the aforementioned items.

The OTES Committee shall:

a. Be comprised of an equal number of Association members appointed by the Association and administrative members appointed by the Superintendent.
b. Be chaired jointly by a member of the Association and a member of the Administration.
c. Receive training in all aspects of OTES, including HQSD.
d. Meet during the regular contract day. Any work outside the contract day shall be compensated at the hourly rate.
e. Ensure that approved HQSD instruments are shared with teachers annually by the first day of school.

Any recommended changes to the evaluation procedure or process shall be documented in a Memorandum of Understanding and subject to ratification by both parties.

Application

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

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

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

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

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

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

"Credentialed Evaluator" –

An appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. Each teacher subject to evaluation will be evaluated by one (1) person (with the exception of an extenuating circumstance in which the Superintendent reserves the right to assign a new evaluator) who:

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

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

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

D. Is an employee of the Lima City School District under an Administrative Contract.

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

Each teacher will be notified in writing by September 1 of their assigned credentialed evaluator.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in a holistic evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

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

The Board shall not evaluate a teacher who:

1. was on leave from the School District for fifty percent (50%) or more of the school year.
2. has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio Teacher Resident Educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

Professional Growth Plans and Professional Improvement Plans

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

A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her credentialed evaluator from those available to the Board. Professional Growth Plans shall be submitted by October 1.

A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator. Professional Growth Plans shall be submitted by October 1.

A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator. Professional Growth Plans shall be submitted by October 1.

A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator. Improvement Plans shall be submitted by October 1.

A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator.

The District administration may only place a teacher on an Improvement Plan when the teacher's holistic rating is "Ineffective".

Professional growth and improvement plans shall be aligned to the format set forth by the Ohio Department of Education

No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

Board Professional Development Plan

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

a. Successful training and credentialing of all evaluators;
b. Staff training for all changes to the evaluation instrument, tools, processes and/or procedures by September 1.
c. Resources for specific or continual professional development of staff.

Assessment of Teacher Performance

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

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

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

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

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

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

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

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

Evaluation Procedure

1. Development of professional growth/improvement plan and completed self-assessment. This will be completed by October 1.
2. All formal observations shall be preceded by a face-to-face conference between the evaluator and the employee, at most five (5) days but not less than one (1) day prior to the observation, in order for the employee to explain plans and objectives for the classroom situation to be observed.
3. A face-to-face post-conference shall be held after each formal observation between the evaluator and teacher within seven (7) workdays. They may collaborate to record evidence towards the professional growth/improvement plan and focus area(s).

Formal Observation and Classroom Walkthrough Sequence

A teacher who is subject to a full evaluation cycle shall be evaluated based on two (2) formal observations of at least thirty (30) minutes each and two (2) classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference. The first formal observation will be followed by a post-conference to discuss focus area.

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

Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area. A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area. A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area selected by the evaluator. Focus area shall be limited to 1. A teacher new to the profession will select focus area in collaboration with his/her evaluator. Evaluators will collect evidence during the focused observation to assess the identified focus area, as well as documented evidence to support the final evaluation rating.

There shall be a minimum of three (3) weeks between formal observations. There shall be no formal observations on a day before or after the following: unless mutually agreed upon in writing between teacher and evaluator.

a. The administration of standardized testing
b. A holiday
c. Any school break of more than two (2) consecutive calendar days; or
d. Any leave of absence of more than three (3) days.

The first evaluation cycle shall be completed by the end of the first semester. If a second cycle is required, the second evaluation shall be completed during the second semester.

Any teacher on a limited contract who is under consideration for nonrenewal shall receive at least three (3) formal observation cycles unless the Superintendent waives the third observation. The Superintendent will appoint a credentialed evaluator from the district to conduct the third cycle evaluation.

Less Frequent Cycle Evaluations

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent

evaluation of the teacher. The teacher will be provided with one (1) formal observation and post-conference to discuss progress on the professional growth plan, in any year that such teacher is not fully evaluated.

A teacher who received a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation. Teachers will be provided with one (1) formal observation and post-conference to discuss progress on the professional growth plan, in any year that such teacher is not fully evaluated.

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

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

Classroom Walkthrough Procedure

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

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. A walkthrough shall consist of at least ten (10) consecutive minutes, but not more than thirty (30) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

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

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

Use of High-Quality Student Data

Beginning with the 2022-2023 school year each evaluation shall contain two (2) measures of high-quality student data reflective of the content being taught which will be used as evidence of student learning. When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. The teacher will select HQSD from the District created list of HQSD in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data to inform instruction and programming. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation related to the following:

a. Knowledge of the students to whom the teacher provides instruction;
b. The teacher's use of differentiated instruction practices;
c. Assessment of student learning;
d. The use of assessment data;
e. Professional responsibility and growth

High-quality student data will meet the following criteria:

A. aligns to learning standards

B. measures what is intended to be measured

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

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

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

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

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

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

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

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

When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

- The Curriculum Council shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The Curriculum Council may ask for the vendor to make a presentation.

Other forms of HQSD (such as locally developed assessments, etc.) may be adopted upon the recommendation of the Curriculum Council. The Curriculum Council shall develop a list of approved high-quality student data (HQSD) measures.

All measures of HQSD shall be locally reviewed and approved by the OTES Committee, utilizing the HQSD criteria in Appendix I.

Student performance on a test or tests shall not be a determining factor in the overall holistic evaluation.
Student performance on a test or tests shall be used to make instructional decisions to promote student growth.

HQSD may not be aggregate to provide "shared attribution" among teachers in a District, building, grade, content group or other group.

Final Evaluation Procedures

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a face to face conference shall be held between the teacher and the evaluator. A copy, signed by both parties, shall be provided to the teacher no later than May 10.

The teacher shall have the right to make a written response within 2 work days of the final conference and to have it attached prior to it being placed in the teacher's personnel file.

B. Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school or evidence supplied by the teacher for the year may be used. The evaluation shall acknowledge, through the gathered evidence,

the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code.

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

Due Process

A. Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, performance ratings, and/or the holistic evaluation rating shall be permitted to request a different credentialed evaluator for the following school year. Such requests shall be submitted within ten (10) school days of the final evaluation conference. All requests will be documented and approved by the Superintendent.

B. A teacher shall be entitled to Association representation at any conference held during this procedure.

C. The Board shall amend its evaluation policy to conform to the terms of this agreement.

D. This evaluation procedure shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) evaluation cycles have been completed.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education and as required by Ohio Rev. Code § 3319.111 and § 3319.112.

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

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

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

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

"Evaluation Factors"- The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

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

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric". The approved instruments are attached in this Agreement as Appendix I.

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

"Evidence"- Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, formative and summative assessments, and student work samples.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher based upon all the Evaluation Factors observed during the Evaluation Cycle. The evaluation rating is assigned at the conclusion of the evaluation cycle and shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has higher importance. Areas rated N/A on an informal observation or a walk through shall not negatively impact the final evaluation rating.

"Improvement Plan"- A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives a Holistic Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement as Appendix I.

"Ohio Evaluation System (OhioES")- The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

"Professional Growth Plan"- A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix I.

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

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

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable

expectations of this standards-based evaluation system and who receives a holistic evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

CLUB Proposal for: _____

Submitting Advisor: _____

Club will meet a minimum of: (days of the month) at approximately (time of day) for (approximate time).

Purpose:

Curriculum Connection:

Potential Stretch:

References:

Cost:

Fiscal Plan/Source of Funding: If applicable:

Quantity: example: _____

Approved: _____
Principal/Supervisor Signature Date

Approved: _____
Curriculum Council Signature Date

Approved _____
Curriculum Council Signature