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Negotiated Agreement

between

Lancaster City Board of Education

and

Lancaster Education Association

July 1, 2025 - June 30, 2028

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ARTICLE I – RECOGNITION

A. Recognition

The Lancaster City Board of Education, hereinafter referred to as the "Board", recognizes the Lancaster Education Association, Ohio Education Association, National Education Association (LEA/OEA/NEA), hereinafter referred to as the "Association" as the sole and exclusive bargaining representative of all certificated/licensed employees of the Board, defined in Article II of this agreement.

ARTICLE II – BARGAINING UNIT

A. Bargaining Unit

For the purposes of this Agreement, the bargaining unit shall be defined as certificated/licensed full-time and part-time employees, including permanent substitutes.

Excluded from the bargaining unit are the following:

Superintendent	Associate Principal
Assistant Superintendent	Business Manager
Director	School Psychologist
Supervisor	Dean of Students
Administrative Assistant	Interim Principal
Principal	School Health Coordinator
Assistant Principal	Data and Testing Coordinator

All other confidential, supervisory and managerial employees excluded from the bargaining unit by operation of Chapter 4117 of the Ohio Revised Code.

B. Long-Term Substitutes

Long-term substitute teachers, those hired to take the place of a regular bargaining unit member and who are tentatively assigned to the same position for an anticipated assignment of sixty (60) consecutive school days or more during one (1) school year, will become bargaining unit members and will be paid based on the appropriate teachers salary schedule from the first day of such assignment. At any time during the initial sixty (60) days, the substitute may be removed from the long-term assignment and reassigned to short-term substitute status. Such removal shall not be subject to the grievance procedure. Benefits other than direct compensation will be prorated based on length of service by the long-term substitute compared with a full school year. The employment of a long-term substitute will come to an end upon the return to duty of the bargaining unit member replaced by the substitute or the end of the school year, whichever occurs first. No Board action of non-renewal or notice of non-renewal shall be required. The long-term substitute contract will include the conditions of employment and non-renewal.

C. Short-Term Substitutes

All other substitutes will be short-term substitutes who are not members of the bargaining unit.

ARTICLE III – NEGOTIATIONS PROCEDURE

A. Negotiations Procedure

1. Opening Negotiations

At least one-hundred twenty (120) days prior to the expiration of this agreement, either party may send electronic Notice of Intent to Negotiate to the State Employment Relations Board (SERB) and the other party. Then, and not later than one-hundred (100) days prior to the expiration of this agreement, the parties will meet to exchange proposals for the successor agreement. Negotiations will commence at this meeting and will pertain to wages, hours, terms and conditions of employment and the continuation, modifications or deletions of an existing provision of this Agreement. After the parties have exchanged initial proposals, no new items may be proposed except in response to one or more proposals or positions of the other party.

2. Negotiations Teams

Negotiating teams consisting of up to five (5) members each will conduct the negotiations. Each team may have up to two (2) observers.

3. Tentative Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and Board for approval. Following approval by the Association and Board, a contract shall be entered into by the terms of the agreement. The final agreement, as adopted by the Board and ratified by the Association, will be available on the District's Intranet. The final agreement will also be printed and provided to each unit member who requests a paper copy. The cost of such printing, including labor and materials, shall be shared equally by the Board and the Association. The Association shall receive at minimum fifty (50) copies of the contract, unless the Association requests additional copies.

4. Alternate Dispute Resolution Procedure

The following alternate dispute resolution procedure shall replace ORC 4117.14 (c.)(1.)(f.) and ORC 4117.14 (d)(2) and provisions thereafter shall be followed.

In the event agreement is not reached within forty-five (45) days after the initial proposal exchange, either of the parties shall have the option of requesting the assistance of a federal mediator under the guidelines of the Federal Mediation and Conciliation Service (FMCS) or another mutually agreed upon mediator/mediation service. In the event that the services of a mediator are called upon, the mediation process will last until the expiration date of the contract, or agreement is reached. The Association may implement the right to strike pursuant to Ohio Revised Code Section 4117.14 (d)(2), even though mediation is in progress, after expiration of the contract.

Within forty-five (45) days prior to the expiration of the contract the parties, by mutual agreement, may agree to another alternate dispute resolution procedure. Any mutually agreed to change shall be sent, in writing, to the State Employment Relations Board (SERB).

B. Provisions Contrary to Law

If any provision of the agreement or any application to any unit member(s) shall be found contrary to the Ohio Revised Code or federal law, then this provision or application shall be deemed invalid except to the extent permitted by the aforementioned, and all other provisions hereof shall continue in full force and effect. When an item is determined as per the above to be contrary to law that item shall immediately be re-negotiated.

C. Revisions and Amendments

All dates, terms, conditions, and policies referred to or mentioned in this instrument (Procedure for Conducting Negotiations) may be revised, modified or changed by mutual agreement of the Board and the Association.

D. Issues for Negotiations and Waiver of Discussions During the Term of Agreement

Issues provided for discussion are those submitted in writing in accordance with procedures for negotiations. It is recognized and agreed by all concerned that the issues not submitted in accordance with procedures for negotiations are not subject to negotiations during the life of the agreement unless mutually agreed to, regardless of whether such issues are specifically referenced in the Agreement.

ARTICLE IV – MANAGEMENT RIGHTS

The Board of Education retains, without limitation, all rights to manage and control the operations of the school district and to exercise, to the fullest extent permitted by law, those powers and that authority vested in it by law. Such rights include, but are not limited 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 public

employer, standards of services, its overall budget, utilization of technology and organizational structure.

2. Direct, supervise, evaluate, or hire employees.

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

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.

5. Suspend, discipline, demote, discharge, or lay off, transfer, assign, schedule, promote, or retain employees.

6. Determine the adequacy of the work force.

7. Determine the overall mission of the employer as a unit of government.

8. Effectively manage the work force.

9. Take actions to carry out the mission of the public employer as a governmental unit.

The exercise of such power and authority shall be limited only by the express provisions of this Agreement and only to the extent that such limitation may lawfully be included in this collective bargaining agreement.

ARTICLE V – ASSOCIATION RIGHTS

A. Association Rights

1. The Association may use school facilities for meetings. Meetings shall be arranged so that they do not interrupt normal instructional programs and must be in keeping with school board policy governing use of building.

2. The Board of Education will provide one (1) unobstructed bulletin board per school for use by the Association.

3. The Association shall have access to the school mail and/or email system. This shall include a central pick-up and delivery point designated by the Association. No material detrimental to the efficient and continuing operation of the school shall be permitted distribution through the school mail delivery system. The Association shall have the right to designate members' mailboxes with an insignia.

4. The members of the Association may transact official business on school property before school, during lunch, during planning period, or after school, provided that it does not interfere with or interrupt normal school operations. The members may

conduct this official business on school telephones. Long distance calls shall not be charged to the school system.

5. Annually by September 30th, the Board will provide to the Association President each bargaining unit member's name, work site, grade level and/or assignment, and full-time equivalent (FTE) status.

6. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter unless the individual cancels his/her membership.

7. The Board agrees to deduct from the wages of the unit members any dues and/or assessments for the Association/OEA/NEA/Central OEA, upon presentation of a written deduction authorization from any member of the Association. The Board will deduct and transmit the monies promptly to the Lancaster Education Association. Unit member authorization will be in writing on the OEA/NEA Membership form.

8. Deduction of Annual Dues

   a. Deductions of the annual dues and assessments will be made in an amount determined by the Association and in as nearly equal installments during the school year. Deductions shall begin with the first pay period in October and continue for twenty-one (21) pays.

   b. Funds deducted for Association dues and assessments shall be transmitted to the Association within seven (7) working days via electronic transfer to an account designated by the Association. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.

9. In the event an employee severs employment, the Board Treasurer shall deduct all remaining dues owed from the employee's next check following receipt of notification.

10. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to this Board or any action taken by the Board under this Article.

11. Payroll Deductions

   a. The following payroll deductions shall be provided at no cost to unit members: life insurance, tax deferred annuities (limited to eighteen (18) companies each by companies representing at least five (5) unit members, one of which shall be NEA Annuity Plan, but, if after one year there are no enrollees in NEA Annuity Plan, it may be replaced by another), Credit

Union, United Way, Child Support Payments, purchase of extra STRS credits, the LEA Scholarship Fund, and educators' Political Action Committee, and any political action committee created for the support of school district tax levy and bond issue campaigns.

b. Bargaining unit members are advised that neither the Lancaster Education Association, the Board of Education, nor the Administration perform any kind of evaluation/ investigation of companies wanting to solicit membership for their various annuity programs. Further we do not attest to the quality or solvency of any company offering annuities. There is no recommendation for participation, but rather the intent is for the Association, Administration, and Board to provide their membership/employees access to a service, namely payroll deductions for the cost of annuity programs, at the request of said membership. Unit members becoming involved with any such company for this purpose do so at their own risk.

12. The Association President shall receive an advance copy of the agenda, including all attachments and memos of each School Board meeting. Such agenda shall be sent to the President by email at the same time it is sent to Board members.

13. When such equipment is available, the Association may use copying machines in the individual school buildings for internal use within the building only. The Association will provide copy paper.

14. The Board and the administration agree that there will be no reprisals against bargaining unit members for association activities. For alleged reprisals, the sole remedial forum shall be the State Employment Relations Board (SERB).

The Board and the administration further agree that they will adhere to all state and federal laws relating to employment discrimination and sexual harassment. Any alleged violations of this section will be immediately directed to the District's discrimination officer for investigation as per Board policy. The investigation will be conducted as promptly as possible.

If the complainant feels the matter is not satisfactorily resolved by the investigation and any follow up action, the bargaining unit member may take his/her complaint of alleged discrimination or harassment, to the appropriate court or administrative agency.

B. <u>Released Association President</u>

1. The Association and the Board agree that the Association President will be released from classroom teaching up to one-half (1/2) of the unit member day in accordance with the provisions below, with the number of hours to be determined by the Association. The Association will notify the Board by June 1st of its intent to

exercise this option and notify the Board of the amount of time the Association will require.

2. The one-half release time is defined as three (3) hours and forty-five (45) minutes and does not include the President's planning period, but does include the lunch period. The President will be expected to continue in his/her professional capacity

as a teacher in the building, including attendance at staff meetings, in-services, parent-teacher conferences, open houses and participation in the outside activities duty schedule as outlined in Article X, (B) (3) (a).

3. The President will not be required to attend afternoon staff meetings if he/she has another conflicting meeting and notifies the building principal in advance of the conflicting meeting. It will be the Association President's responsibility to obtain information presented at any building meeting that he/she misses.

4. The Association President may not meet or consult with a bargaining unit member while the bargaining unit member is on paid time (which includes bargaining unit member's planning time). However, the Association President may request approval of either a building or a district level administrator to meet with a bargaining unit member during the member's planning time. Also, a building or district administrator may request the Association President to meet with a bargaining unit member on the bargaining unit member's planning time or during other work hours.

5. The Board's Treasurer shall compute the cost and prepare a statement to the LEA each month (for payment by the end of the month) for the cost of salary and all Board-paid benefits for each hour of release time of the Association President. Association President release time shall be contingent upon reimbursement of these costs of such release time to the Board by the LEA.

a. Reimbursement shall be based on the hourly rate and all Board-paid benefits of the person who is released – the Association President.

i. The President may be released for that period of time for which the Association reimburses the Board for the full cost of the Association President's release time (all salary and Board-paid benefits of the Association President), up to one-half of the unit member day. The one-half day release time shall be defined as three (3) hours and forty-five (45) minutes and does not include the President's planning period but does include the lunch period.

ii. The Association President release time may be used for running an effective local.

C. Association Leave

The elected officers (president, vice-presidents, secretary, treasurer), official voting delegates, and professional staff members elected to represent the Association or chosen to serve on programs or in an official representative capacity at Association meetings, conferences, or conventions shall be given permission to attend state, district, and national professional education meetings which are affiliated with OEA and NEA, with no loss of pay or loss of personal business days, up to twenty-two (22) days per year for the Association, and up to ten (10) people on any one (1) school day. Members of the Association who are testifying at or who are expected to attend an arbitration hearing will be permitted to use Association leave to attend the arbitration.

D. Outside Contracting

The Board shall notify the Association of any outside contracting that may displace any bargaining unit member, and will provide any information with respect to such contracting upon request.

E. Administrative-Association Liaison Committee

An Administrative-Association Liaison Committee will be established each year to discuss common problems and concerns affecting the school district. This committee shall be composed of the Superintendent, Association president, and their appointees (the number of whom shall be mutually agreed to). The Superintendent and Association President shall set a regular calendar for these meetings.

F. Special Education Liaison Committee

A Special Education Liaison Committee will be established each year to discuss common problems and concerns affecting the school district. This committee shall be composed of the Superintendent, Association President and their appointees (the number of whom shall be mutually agreed to). Meetings shall be scheduled on an as-needed basis at the request of either the Superintendent or the Association President. Topics to be discussed include, but are not limited to, staffing, training, class scheduling, and student programs available to assist with identified issues / concerns. The parties agree that the Special Education Liaison Committee agenda is an open agenda meant to facilitate discussion regarding concerns brought forward from the staff and administration.

G. Tobacco Use

Members may use tobacco in private vehicles during non-duty times.

ARTICLE VI – INDIVIDUAL RIGHTS

A. Posting of Vacancies

1. Determination of Vacancy

a. Before School Begins

As used in this Agreement, a permanent teaching vacancy exists after all transfers, assignment, reassignments and non-renewals of existing bargaining unit members have been made and prior to the employment of an additional employee in the bargaining unit. When the Superintendent determines that a permanent teaching vacancy exists, the Superintendent will cause notice of the vacancy to be posted in the manner provided in this Agreement.

b. Within the School Year

A position is vacant when a bargaining unit member or other certified employee retires, resigns, goes on approved leave, dies, or leaves his/her position, or when a new certified position is created.

c. A supplemental contract vacancy exists when the Board determines need to offer a supplemental contract**.**

2. Filling of Vacancies

a. The Superintendent will consider seniority when filling vacancies; however, seniority will not be the sole deciding factor. (See paragraphs (l)(a) and(l)(b) above.)

b. The Superintendent shall consider annual Intent Forms submitted by bargaining unit members when making assignments and transfers.

c. Once procedures in paragraphs (1)(a) and (1)(b) have been completed, the administration will send the permanent teaching and supplemental vacancies by email to all LCS employees. Vacancies will be posted to the district website for a period of five (5) calendar days.

d. Vacancies occurring during the school year may be filled with a substitute teacher for the remainder of the current year. At the end of that year, the process described above will be followed.

e. Supplemental coaching vacancies should involve input from head coaches in the sport having a vacancy.

f. Vacancies in administrative positions will be posted in the same fashion provided that the selection of a person to fill an administrative vacancy will be solely within the discretion of the Board of Education.

g. The administration agrees to interview only bargaining unit members whom they are willing to consider for each permanent vacancy, including administrative vacancies in accordance with paragraph f.

Persons interviewed for vacant positions will be notified of the outcome of their interview and the successful candidate to be recommended to the Board of Education.

3. Summer Vacancies

Vacancies which occur during the summer will be posted on the personnel office's bulletin board, the district website and an email notice will be sent to all bargaining unit members via his/her email user account.

Bargaining unit members must provide summer addresses to the Director of Human Resources if different than current address.

4. Intent or Interest in Transfer

Between January and March of each school year, bargaining unit members will complete the Intent Form provided by the administration which indicate interest or intent to transfer.

Any bargaining unit member who fails to fill out and return the form will relinquish any claim to a vacancy or transfer.

5. The Board shall provide transferred bargaining unit members with transportation of personal teaching materials, supplies, and furniture from the previously assigned classroom to the newly assigned classroom. The bargaining unit member may request such transportation up to two (2) weeks following the reassignment. Sufficient time immediately following or preceding the school year shall be provided for unit members to prepare said materials for the move.

B. <u>Involuntary Transfers and Assignments</u>

1. Involuntary Transfers Defined

a. Involuntary transfers shall mean a change of position to another building without the agreement of the bargaining unit member.

b. In the event the administration finds it necessary to place a unit member in an assignment which the unit member has not requested, the following steps will be taken:

1. Every effort will be made to inform teachers who will be affected by an involuntary transfer a minimum of five (5) days prior to the end of the school year of each year. The administration will provide written notification to the affected teacher(s) and the LEA President or designee of the intended transfer.

2. If the notification of an involuntary transfer occurs after the five (5) days prior to end of school, the unit member will be provided with two (2) days pay at his/her per diem rate. Exceptions to the deadline can only be made for substantive changes in enrollment, grant funding, or loss of revenue.

3. If the administration is unable to contact the affected unit member, written notification by registered mail or personal service will be supplied to the LEA President or designee and be deemed appropriate notification.

4. If requested by the unit member, a conference will be held between the Superintendent or his/her designee from the central office, the building principal, the unit member, and his/her representative, if desired.

5. At this conference, the unit member will be given reasons as to why this transfer is considered necessary for the betterment of the school system.

6. In no case shall a unit member be so transferred without first having been involved in the above-mentioned conference, if requested, unless the unit member is unavailable for such conference.

7. The Board shall provide transferred unit members with transportation of personal teaching materials, supplies and furniture from the previously assigned classroom to the new assigned classroom. The unit member may request such transportation up to two (2) weeks following the reassignment. Sufficient time immediately following or preceding the school year shall be provided for unit members to prepare said materials for the move. If unforeseeable circumstances require a transfer during the school year, the unit member will be provided with at least one work day without responsibility for supervising children, in order to move and prepare the classroom.

8. Transfers and assignments are the right of the Superintendent.

9. Involuntary transfers will not be made for disciplinary reasons.

C. Controversial Issues

1. Controversial issues arise from the conflicts in the cherished interests, beliefs, or affiliations of large groups of our citizens. Controversial issues are important proposals or policies in which our citizens hold different points of view. Controversial issues are those on which conflicting views are held by political parties, by management and labor, by city and country, and by other large groups who disagree with the proposed solutions to important problems.

2. The American heritage and our established traditions are not controversial. Most of the school curriculum is composed of established truths and accepted values, but it also includes many controversial issues. Gradual social change is inevitable, and the public schools include the study of some important unsolved problems which involve controversial issues. These are appropriately studied insofar as the maturity of pupils and the means available permit. Only through the study of such issues (political, economic, or social) do youth develop certain abilities needed for citizenship in our democracy.

3. The schools do not teach controversial issues, but rather provide opportunities for their study. The schools teach the American heritage (our established truths and accepted values) and, in doing this, provide more opportunities for pupils to study controversial issues under competent guidance. For example, the schools provide opportunities for pupils to study other forms of government in order to teach pupils the values of American democracy. On all grade levels, the schools provide opportunities for pupils, according to their maturity, to analyze current problems, gather and organize pertinent facts, discriminate between fact and opinions, detect propaganda, identify prejudice, draw intelligent conclusions, respect the opinions of others and accept the principle of majority rules and the rights of minorities.

4. Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and free access to information are among our most cherished traditions. Most pupils in the senior high school are mature enough to study the significant controversial issues facing our citizens. It is the responsibility of the schools to make provisions for this study.

5. In the study of controversial issues in the Lancaster City Schools, the pupil has four (4) rights to be recognized.

    a. The right to study any controversial issue which has political, economic, or social significance and concerning which (at his/her level) he/she should begin to have an opinion.

    b. The right to have free access to all relevant information, including the materials that circulate freely in the community.

c. The right to study under competent instruction in an atmosphere free from bias and prejudice.

d. The right to form and express his/her own opinions on controversial issues without thereby jeopardizing his/her relations with his/her teachers or the school.

6. The study of controversial issues is objective and scholarly with a minimum emphasis on opinion. The unit member approaches controversial issues in the classroom in an impartial and unprejudiced manner, and must refrain from using his/her classroom privileges and prestige to promote a partisan point of view. Good teaching of subjects containing controversial issues requires more skill than most other kinds of teaching and, so far as possible, only unit members of superior ability are assigned subjects in which a large body of the material involves controversy.

7. Unit members should use the following criteria for determining the appropriateness of certain issues for consideration as a part of the curriculum.

   a. The treatment of the issue in question must be within the range, knowledge, maturity, and competence of the students.

   b. There should be study materials and other learning aids available from which a reasonable amount of data pertaining to all aspects of the issue could be obtained.

   c. The consideration of the issue should require only as much time as is needed for satisfactory study by the class, but sufficient time shall be provided to cover the issue adequately.

   d. The issue should be current, significant, real, and important to the students and the unit member. Significant issues are those which in general concern considerable numbers of people, are related to basic principles, or at the moment are under consideration by the public, press, and radio.

8. A unit member who is in doubt concerning the advisability of discussing certain issues in the classroom should confer with his/her principal as to the appropriateness of doing so. If discussion of an issue is not approved by the building principal, the unit member may refer the issue to the Director of Instructional Services, or through him/her, to the Superintendent.

D. Discipline of Staff Members

1. Disciplinary conferences and written reprimands will occur in private. If the Employee requests Association representation, he/she shall be entitled to Association representation.

2. Progressive discipline will be followed with the understanding that some or all levels of discipline may be by-passed depending upon the seriousness of the offense and relevant circumstances. The level of discipline will be identified in the written documentation. The normal progressive sequence is:

   a. Verbal warning (documented);

   b. Written reprimand;

   c. Suspension without pay not to exceed ten (10) workdays by Superintendent or Designee;

   d. Termination in accordance with Ohio Revised Code Section 3319.16 and any related statutes.

3. Starting with the suspension level in the above sequence, discipline will be for just cause.

4. Disciplinary action, except for documented warnings and termination proceedings under Ohio Revised Code Section 3319.16 is subject to review under the grievance procedure of this Agreement.

5. The member may write a rebuttal to a written reprimand or to a letter of suspension, and any rebuttal shall be attached to the written discipline.

6. A written reprimand shall be grievable only through Step 3 of the grievance procedure. If a reprimand becomes a factor in a subsequent disciplinary grievance that proceeds to arbitration, the arbitrator may consider evidence regarding the merits of the reprimand.

ARTICLE VII – GRIEVANCE

A. Grievance Definitions

1. Grievance Policy:

   The Board of Education of the Lancaster City School District recognizes that in the interest of effective personnel management, a procedure is necessary whereby the unit members can be assured of a prompt, impartial, and fair processing of grievances. Such procedure shall be available to all unit members and no reprisals of any kind shall be taken against any unit member initiating or participating in the grievance procedure.

2. Grievance Defined:

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of this contract. No records of any grievance shall become part of any unit member's personnel files unless requested by the unit member.

3. Party In Interest:

The lodging of any grievance shall be the right and the responsibility of the bargaining unit member or the Association. Final disposition of said grievance shall apply to all unit members similarly affected.

4. Representation:

An aggrieved unit member shall have the right to be represented at any meeting provided herein by a representative of the Association.

5. Days:

Used herein, days shall mean the grievant's working days.

B. Grievance Procedure

Informal Step

Any grievance processed hereinafter shall be commenced within thirty (30) days of the date the grievant knew or should have known of the conditions on which the grievance is based. Within the thirty (30) days the grievant or the Association will attempt to resolve the concern with appropriate supervisory personnel. If the bargaining unit member and supervisor are unable to resolve the concern informally, the bargaining unit member shall proceed to Step 1.

1. Step 1:

A grievant or the Association shall file the written grievance on the appropriate form with the supervisor/administrator involved in the grievance. The grievance must be filed within thirty (30) days of the date the grievant or Association knew or should have known of the conditions on which the grievance is based. The supervisor/administrator will provide a written response to the grievance within ten (10) days.

2. Step 2:

a. If the response at Step 1 does not resolve the grievance to the satisfaction of the grievant or the Association, said grievant or the Association may then appeal in writing, within ten (10) days after the response was due, to the Superintendent.

b. A meeting shall be conducted by the Superintendent within ten (10) days after the receipt of the written request unless the parties jointly agree to waive the meeting. The Superintendent shall take action on the grievance appeal within ten (10) days after receipt of the appeal, or if a meeting is held, within ten (10) days after the meeting. The action taken and the reasons for the action shall be reduced to writing and copies sent to all participating parties.

3. Step 3:

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, said grievant, with the concurrence of the Association, may then appeal in writing within ten (10) days of the last action to the Board. At the option of the grievant, and with the concurrence of the Association, a grievance may be appealed either to the Board or directly to mediation. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. If appealed to the Board, the Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education occurring more than ten (10) days after receipt of the notice of appeal for consideration in executive session. The grievant shall have a minimum of fifteen (15) minutes to present his/her case if he/she so desires. The Board will render their decision at the next regularly scheduled Board of Education meeting or within thirty (30) days after the hearing, whichever comes first.

4. Step 4:

If the grievant/Association is not satisfied with the action taken by the Superintendent or Board of Education, whichever is applicable, the grievant, with the concurrence of the Association, may then appeal to Federal Mediation and Conciliation Service (FMCS) mediation or another mutually agreed upon mediator/mediation service in writing within ten (10) days of the action at the previous step. The parties will agree to a mediator, or will ask FMCS or other mediation service to assign a mediator. The mediator will convene a mediation session(s) pursuant to the mediator's or mediation service's grievance mediation rules.

5. Step 5:

If the grievant/Association is not satisfied with the results of the mediation session, the Association may request a hearing before an arbitrator by completing Grievance Report, Step 4. The Association's request for arbitration shall be made in writing within ten (10) days following completion of the previous step. The Association's request for arbitration shall be sent by certified mail to the Treasurer of the Board, with return receipt requested. Within ten (10) days following receipt by the Treasurer of the Association's request for arbitration, the Board or its designated representative and the Association or his/her representative must mutually petition

the American Arbitration Association to provide a list of arbitrators. The arbitrator shall be selected by the alternate strike method with each party having the right to request a second list.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question or interpretation or application.

The arbitrator shall hold the necessary hearings and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the Association representative and Board representative. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue.

The cost for the services of the arbitrator, including, if any, his/her travel and expenses, will be shared equally by the parties. The cost of the hearing will be shared equally. The cost of transcripts will be paid by the party ordering same. All other costs will be borne by the party incurring them.

6. Miscellaneous

a. Nothing contained in this procedure shall be construed as limiting the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.

b. A grievance may be withdrawn at any level without prejudice or record, but the grievance may not be refiled thereafter by the same bargaining member(s) during the same school year.

c. Upon mutual agreement of the parties, expedited labor arbitration in accordance with the rules of the American Arbitration Association may be utilized.

d. If the Board or administrator fails to give a disposition within the specified time limit, the grievance will automatically move to the next level of the procedure. However, time limits may be extended by the Association and the Board in writing; then the new date shall prevail.

e. If the grievant or the Association fail to meet the timelines specified, the grievance will be considered to be withdrawn.

f. All grievances filed by unit members must be lodged on the form provided. (See Appendix A)

ARTICLE VIII – LEAVES

A. Personal Illness

1. The sick leave days to which employees are entitled during a given school year shall be credited to them at the rate of one and one-fourth (1-1/4) days for each completed calendar month. The sick leave accumulation shall be unlimited.

2. Unit members and other employees employed by the Lancaster Board of Education and who have sick leave credit which was earned in Ohio in either state, municipal, county, or school service will receive transfer credit up to a maximum of one hundred and twenty (120) days in the Lancaster City School System according to the requirements established by law.

3. A certificate from the administrative officer where the unit member was last employed, showing the number of such accumulated sick leave days, shall be presented by such unit member to the Treasurer of the Lancaster City Board of Education during his/her first month of employment.

4. Illnesses or absences will be recorded through the electronic submission system. The unit member will certify the reason for the absence.

5. A unit member may use accumulated sick leave for reasons related to pregnancy. This paid leave may continue until the doctor releases the member to return to work. Thereafter, if the unit member desires to remain on leave, the provisions in this Article VIII (J) shall apply for unpaid leave.

6. No unit member can be absent from service for more than the accumulated and granted sick leave without full loss of pay for the excess time.

7. Any unit member who is injured in the line of duty shall receive such compensation expenses as prescribed by the Workers Compensation Law of the State of Ohio according to the rules and regulations set down by this body. The employee must contact the Building Secretary or Treasurer's office which must provide the necessary claim forms and procedures for filing personal claims. An employee's application for this compensation must be filed by the attending physician within thirty (30) days after the injury.

8. When a unit member has exhausted all of his/her accumulated sick leave and additional days are still needed, he/she may request through the Superintendent that additional days be advanced from days to be earned by the unit member through the remainder of the current school year and the following school year. All advanced

days used shall be replaced by either (1) being earned through the time period mentioned previously, or (2) if unearned repaid to the District through payroll deduction or direct payment. No member may be advanced sick leave days earnable beyond the current year unless the member holds a contract for the following year.

9. Sick Leave Transfer Request. Eligible bargaining unit members may request the approval of the superintendent to receive transferred sick leave days from other eligible members of the bargaining unit in accordance with this provision. As used herein, "eligible sick leave transferee" means a bargaining unit member who meets all of the following requirements:

   a. The member has been employed as a teacher by the Lancaster City Schools for at least three (3) consecutive years.

   b. The member has accumulated not less than twenty (20) days of accrued and unused sick leave by the beginning of the school year in which the request is made. (If a member has previously received a sick leave transfer in a prior school year, and the member does not meet the twenty (20) days of accrued and unused sick leave requirement, he/she shall be exempt from this requirement.)

   c. The member**,** the member's child, or the member's spouse is suffering from a serious personal illness or injury, requiring the member to take an extended absence from duty beyond the member's accumulated sick leave, and,

   d. The member has exhausted, or is reasonably expected to exhaust, all accrued sick leave.

   Requests shall be submitted, in writing, to the superintendent and will be accompanied by written authorization from the transferor(s). Request and authorization forms shall be provided by the Association. If approved by the superintendent, the treasurer shall deduct the number of transferred sick leave days from the accrued and unused sick leave of the transferor and credit that number of sick leave days to the eligible transferee. No bargaining unit member may receive, by way of transfer, more than forty (40) sick leave days in any school year. A member who receives and uses an initial forty (40) days of transferred sick leave days for his/her personal illness, and/or illness of the member's child(ren) or spouse, may request transfer of another twenty (20) days, which shall be granted. For a member's personal illness, the Superintendent may grant a request for a further exemption from the school year limit of sixty (60) days.

10. The Superintendent or designee may require that a unit member returning to work after an extended illness, accident, or leave, supply the administration with a doctor's statement indicating that he/she is able to return to work. If a unit member demonstrates a suspicious pattern of absences (e.g., multiple Fridays) or if

information obtained suggests a unit member was not sick when s/he put in for sick leave, then the employee may be required to attend a meeting with the Superintendent or designee to allow the District to share the concern and allow the member the opportunity to offer a reasonable explanation. The employee may be accompanied by an Association representative, if requested by the employee.

After the above meeting, the unit member may be required to provide a valid doctor's excuse. Failure of the employee to provide a valid doctor's excuse, if requested, or to attend a meeting, if requested, may result in appropriate action including potential disciplinary action. The parties recognize that not every illness will necessitate a visit with a doctor and therefore the lack of a valid doctor's note does not necessarily prove sick leave abuse. Evidence of sick leave abuse will be considered on a case-by-case basis.

B. Family Illness

1. Absence with pay and deduction from sick leave will be allowed for each illness in the immediate family.

2. Immediate family means:

   a. Spouse of the unit member.

   b. Immediate family also includes the following family members of the unit member and the unit member's spouse: children and the child's spouse (which also includes persons over whom the Association member is the legal guardian), father, mother, brother, sister, brother-in-law, sister-in-law, grandparents, step-children, step-parent, and grandchildren.

   c. Members of the same household as the unit member.

C. Bereavement Leave

1. Absence with pay and deduction from sick leave will be allowed for each death in the immediate family.

2. Up to five (5) days may be used for persons indicated as immediate family.

3. Immediate family means:

   a. Spouse of the unit member.

   b. Immediate family also includes the family members of the unit member and the unit member's spouse: children and the child's spouse (which also includes persons over whom the Association member is the legal guardian), father, mother, brother, sister, brother-in-law, sister-in-law, grandparents, step-children, step-parent, and grandchildren.

c. Members of the same household as the unit member.

4. Not more than one (1) day of the accumulated sick leave may be used without loss of pay in the case of death of relative other than those listed above, or a friend.

5. In the event of extenuating circumstances regarding 3 and 4 above, the Superintendent or his designee may allow additional days absence with pay to be deducted from sick leave.

6. Bereavement days shall not be counted against unit members on school board attendance policies.

D. Personal Business Days

1. Defined

a. Personal business days may be granted when it is impossible to schedule an activity or event during non-school or non-working hours.

b. Unit members shall be entitled to three (3) unrestricted days of personal business for each school year (non-cumulative). Said days shall not be deducted from sick leave. The only reason required for such leave is "Personal Business."

2. Qualifications

a. A request for a Personal Business Day ("PBD") is to be submitted electronically at least seven (7) calendar days before the day to be absent.

b. Members will submit proof of absence electronically.

c. An electronic response will be sent to the person who made the request within four (4) calendar days.

d. In case an emergency condition should arise, making it impossible to conform to the time sequence listed above, the person making the request should contact the Director of Human Resources. If he/she cannot be reached, then another Administrator or designee should be contacted. If verbal approval is granted, the request forms must be submitted before an employee is paid for the day of personal business.

e. On any school day, the number of approved requests may be limited to twenty (20), to insure continuity of the educational programs. For the month of May, on each Monday and Friday, the number of approved requests may be limited to fifteen (15) per day. Emergency PBD requests will be considered on a case-by-case basis and may be approved as exceptions to the above limits.

f. Personal business days may not be used on Professional (District in-service) Meeting days or the day immediately preceding or following a holiday, break or on the first or last day of the school year, except under unusual circumstances at the sole discretion of the Superintendent/Designee. In addition, unless approved by the Superintendent/Designee for unusual circumstances, a unit member may not use more than three consecutive personal business days.

g. Up to two (2) unused personal leave days may be carried over into the following contract year by written request to the Treasurer's office prior to June 15, up to a maximum of five (5) total days per member at any one time. Any unused personal days not requested to be carried over shall be rolled over into sick leave on a one to one basis.

E. Assault Leave

1. The Board shall grant paid leave to unit members who suffer physical, mental, and/or emotional injury or illness as a result of an assault by any person while in performance of his/her duties to a maximum of twenty (20) days for physical injury and to a maximum of three (3) days for mental and/or emotional injury. Such leave shall not be charged against accumulated sick leave. The unit member will be maintained on full pay status with benefits during the period of absence. The period of absence shall be determined by the physician's statement describing the nature of the disability and its duration. In cases of serious injury or illness, the Board will consider and may grant additional days of assault leave upon recommendation of the Superintendent.

2. Assault leave may not be granted under this Article unless the bargaining unit member in question:

   a. Submits a signed incident report of a work-related injury on the required forms no more than twenty-four (24) hours following the assault, unless the member is incapacitated and prevented from submitting (e.g., in hospital, concussion) in which case the form should be submitted as soon as the member is no longer incapacitated, as determined by a medical professional;

   b. Provides a certification from a licensed medical provider (or psychiatrist or psychologist for mental/emotional injury) promptly after the assault, stating the nature and duration of the injury and the necessity of absence from regular employment.

3. The Board shall pay for any property damages that are a direct result of the assault. In addition, upon submission of appropriate receipts, the Board shall pay for repair or replacement of personal property that is damaged as a direct result of student misconduct as verified by the employee's supervisor, not to exceed fifty dollars

($50.00) per incident, except that the actual cost to repair or replace eyeglasses may be reimbursed in an amount not to exceed three hundred dollars ($300.00).

F. Sabbatical Leave

Upon the recommendation of the Superintendent, the Board may permit members of the professional staff, who have at least five (5) years of service in the District, to take a sabbatical leave of absence for one (1) or two (2) semesters. A member may receive up to the equivalent of half his/her salary for the period of the sabbatical, at the sole discretion of the Superintendent. A member granted sabbatical leave may, at his/her expense, maintain coverage under any group insurance plan available to bargaining unit members by arranging payment of the full amount of the premium payment to the Treasurer in advance of the time that premium payment becomes due. For example, a member is responsible for making payment for a premium due on April 30th before April 30th. A member may maintain retirement benefits by submitting payment with the Board Treasurer for the full amount.

G. Religious Observance

Absence with pay will be allowed when approved by the Superintendent for a maximum of three (3) religious holidays for a recognized and established religion during the school year other than those days previously considered and a part of the regularly adopted school calendar, where the precepts of that religion require absence from work.

H. Jury Duty

1. Full-time employees of the Board of Education will be paid at the regular rate of pay on regularly scheduled school days during which the employee is absent from duty due to jury service. Such employee will assign or pay the Board all compensation received by the employee for jury service.

2. Days used on jury duty shall not be deducted from sick leave or personal business days and shall not be counted against unit members on school board attendance policies.

I. Required Court Appearances Other Than Jury Duty

If the unit member is subpoenaed as a witness in a court appearance for a case related to his/her job assignment within the Lancaster City Schools, except where the unit member or his/her professional association is a plaintiff in a case wherein the Board of Education is a defendant, the unit member shall be paid by the Board as if the unit member has worked a normal day. For a case unrelated to his/her job assignment, the Superintendent shall grant up to 3 days for subpoena into court. Upon recommendation of the Superintendent, the Board may grant additional days.

J. Parental Leave

A member shall be entitled to use accumulated sick leave for pregnancy as described in (A) (5) above. Additional parental leave of absence without pay shall be granted to a unit member for the purpose of childbearing and/or child rearing as follows:

1. A unit member who is pregnant shall be entitled, upon request, to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the employee and will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions.

2. A non-birth parent will be entitled, upon request, to use accumulated sick leave days for up to two (2) weeks following the birth of a child to care for the child, and a leave of absence without pay for up to one (1) year from the birth of the child.

3. In cases of adoption requiring more than three (3) days absence to conclude arrangements, the individual may use accumulated sick leave days not to exceed six weeks in length. The member shall make such arrangements with the Director of Human Resources.

4. A unit member granted a parental leave shall be returned to the unit member's original position if the leave is for one (1) semester or less, provided that the unit member is still under contract with the school district. A unit member granted parental leave for more than one (1) semester shall be returned to the unit member's original position or one of a similar position, if available, provided that the unit member is still under contract with the school district.

5. With the exception of the provisions for use of sick leave in Section J. 2 and 3 above, parental leave described herein is non-paid. In addition, this leave shall not extend the term of a unit member's contract.

K. Extended Leave

The Board may grant extended unpaid leaves to its employees for reasons it deems proper; such reasons may include but are not necessarily limited to: further education, rest, restoration of health, maternity/paternity, or the alleviation of hardship involving themselves or their immediate families. Such leave shall only be granted upon the recommendation of the Superintendent and for a period of time not to exceed one (1) year in length (renewable for a second year at the discretion of the Board).

L. General Provisions

Unless specifically provided otherwise, the following provisions will govern the application for, grant of and return from any and all long term leaves provided in this Agreement.

1. Application for Leaves

Application for all long-term leaves shall be made to the Superintendent. Except when circumstances prohibit, all such applications will be made not later than March 1 for leaves to commence at the beginning of the next school year.

2. Supporting Data

The Superintendent may, at his or her discretion, request additional information regarding the request as may be appropriate.

3. Submission to Board

All requests for long-term leave will be submitted to the Board of Education for approval together with the recommendation of the Superintendent to grant, refuse or modify the leave request.

4. Term of Leave

Unless otherwise specifically authorized by the Board, all long-term leaves will commence at the end of the school year in which the bargaining unit member requesting the leave last provided regular service and such leaves will end at the beginning of the school year following the period of leave. Upon request of the member and approval of the Superintendent, leaves may conclude at the beginning of a semester. Failure of a unit member to return to duty at the conclusion of a leave of absence will be deemed an abandonment of employment.

5. Salary and Benefits While on Leave

Unless expressly provided otherwise in the resolution authorizing the leave, all long-term leaves are unpaid leaves. Members granted long-term leaves may, at their expense, maintain coverage under any group insurance programs available to bargaining unit members on active duty by submitting the full amount of the premium payments to the Treasurer in advance of the time that premium payments become due.

6. Contract Status

Any school year in which the bargaining unit member has been absent from duty on an approved long-term leave consisting of one hundred twenty (120) consecutive school days or more will not be considered as a year of service for

purposes of salary schedule placement or eligibility for the award of a continuing contract. Additionally, seniority will not accumulate during the period of absence [refer to Article VII, (B) (3) (a)]. If the bargaining unit member was employed under a limited contract at the time the leave was commenced, the length of the contract will be tolled by the period of the leave and the number of years remaining on the contract upon return from the leave will be the same as the number of years remaining at the time the leave commenced.

7. Return from Leave

Any bargaining unit member returning from disability leave of absence may be required to provide evidence of ability to successfully perform the normal duties of employment as a condition of returning from such leave. Any medical or psychological examination requested by the Board of Education will be conducted by a physician designated and paid for by the Board, who will certify the member's ability to return to work.

M. Family Medical Leave Act

The Board and the Association each retain and reserve all of their respective rights and obligations under the Family and Medical Leave Act of 1993.

N. Regulations Concerning All Leaves

1. Any unit member who will be absent from school must notify the person designated for that purpose by the administration.

2. Absences other than those described in the other sections will not be allowed with pay. A deduction will be made for each day of unexcused absence at the daily rate established by the unit member's contract.

A unit member who reports off work for approved professional meetings, personal business or curriculum/in-service released days, or sick days and who states the specific period of his/her absence, is not obligated to notify the building of his/her return, and the substitute will automatically be released.

ARTICLE IX – REDUCTION IN FORCE

A. Reduction in Force (RIF)

1. In the event that a reduction in the number of unit members becomes necessary, such reduction will be made in accordance with the provisions of this policy and ORC Section 3319.17.

2. A unit member reduced under this section of this contract whose limited contract expired at the end of the school year during which reduction is made shall have

his/her limited contract renewed unless the limited contract is non-renewed for cause.

3. A non-renewal for cause shall be for reason of competency or for other reasons within the sole discretion of the Board pursuant to ORC 3319.11.

4. A reduction in force may be instituted for financial reasons.

5. All data relative to the projected need for unit members (student enrollment, financial resources, etc.) shall be provided to the LEA on a continuing basis.

6. Prior to the determination of who shall be included for the reduction in force, a meeting shall take place between the administration and the LEA to discuss the need and/or the extent of the reduction.

B. In general, the following regarding the order of reduction shall apply:

1. First, reduction shall be made through attrition by reason of retirement, resignation or an approved leave of absence to the extent possible.

2. Non-tenured teachers holding temporary certification will be the first suspended.

3. Fully certified/licensed teachers who hold limited contracts will be the next suspended as described herein.

4. Teachers who hold continuing contracts shall be given preference over teachers who hold limited contracts as described herein.

C. Reductions shall be made by suspending contracts. Those contracts to be suspended will be recommended by the Superintendent within each teaching field affected.

1. Teachers holding limited contracts in the area of certification/licensure shall be suspended first, beginning with Category 3, then Category 2, then Category 1 as defined below. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

2. Comparable evaluations shall be determined as follows:

a. Employees shall be rated as “ineffective,” “developing,” “skilled,” or “accomplished”.

b. Teachers covered by OTES evaluations shall be comparable within each category as described below:

i. Employees evaluated as “ineffective” for two (2) of the three (3) evaluations shall be placed in Category 3.

ii. Employees evaluated as "developing" for two (2) of the three (3) evaluations shall be placed in Category 2.

iii. New teachers to the profession shall be in Category 2 until they have acquired 3 years of ratings.

iv. Employees evaluated as "skilled" or "accomplished" for two (2) of the three (3) evaluations shall be placed in Category 1.

v. Employees who received a different/unique evaluation rating in each of the three (3) evaluations shall be placed in Category 2.

vi. With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories herein described.

3. The contracts of teachers employed pursuant to a continuing contract shall not be suspended except for reasons consistent with ORC 3319.17. Continuing contract teachers shall be suspended only after all limited contracts in the area of certification/licensure. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

D. In case the unit member so identified for a reduction has more than one area of certification, the unit member may replace the member in another area of his/her certification who has a comparable or lower evaluation rating than the unit member identified for reduction. If the members have comparable evaluation ratings, the member initially identified for reduction may replace the other member in another area of certification only if that member has less seniority.

E. Seniority

1. A seniority list indicating the date each unit member was approved for his/her contract shall be the first determining factor for seniority. This list shall be provided to each building principal and to the President of the LEA by October 30 of each school year. Notice of availability will be made by email, as well as posted on the District's Intranet.

2. Any objections to the placement of any unit member on the seniority list must be brought to the attention of the Director of Human Resources, in writing or email, not later than thirty (30) days after delivery of the seniority list. If no objections are made within that time, the list will be conclusive.

3. Certification and system-wide seniority shall be the basis of any reduction.

a. Seniority is defined as a unit member's length of continuous service with the Lancaster City Schools since the unit member's last date of hire as determined by the date of the Board meeting that the contract was approved.

b. Individuals who have been absent from duty on an approved unpaid leave will have that period of time noted beside their names on the seniority list. In the case of a reduction in force, such leaves will be deducted from the service date traditionally cited as the base for seniority list placement. This deduction of unpaid leave time will result in the individual's seniority being reduced to the appropriate less senior position on the list. If seniority is still equal, then the first day the unit member reported for work shall be the determining factor.

c. For the purpose of defining seniority, a unit member's continuous service record shall be broken only by voluntary resignation, discharge or retirement.

d. If OTES ratings are comparable, and when system-wide seniority and certification/licensure between two (2) or more unit members is equal, seniority shall be judged according to:

i. Building seniority, where applicable, ii.

Advanced degrees,

iii. Continuous service in the subject or grade levels, in that order until an inequity develops.

iv. In any other case where no inequity develops to allow determination of seniority, a random method shall be mutually agreed upon by the Association President and the Superintendent to determine seniority.

4. When according to A6 above, it is determined that a reduction is necessary, a reduction in force list will be prepared by applying the following steps until all necessary reductions have been accomplished.

a. The least senior certificated unit member(s) from the position(s) to be abolished in keeping with the OTES Category, certification and seniority list as set forth in Section 3 above.

b. If the unit member is certified to teach in another field, the member shall be given the option of displacing the least senior unit member in another teaching field for which he/she is certified, if the OTES Category is comparable or lower.

c. Any employee who displaces another employee with less seniority in an area of certification in which the senior employee has not taught in the last five (5) years may be required to register and take a course in that area of certification within one (1) school year.

5. A unit member whose contract is suspended as a result of a RIF program shall be given written notification, by registered mail, that his/her employment will be suspended and the reason for such suspension forty-five (45) calendar days prior to the effective date of implementation.

F. Re-employment of Unit Members

1. Recall List

a. All unit members stipulated for reduction in force under this policy shall be placed on a recall list in inverse order of layoff, so that the last unit member whose contract was suspended shall be the first unit member who shall be recalled.

b. All such unit members shall be required to provide, on a form provided by the board of education, a current address, telephone number, and other information necessary to locate said employee in case of recall. Unit members on the recall list shall remain on the list for a period of ten (10) years from the date of the reduction in force unless:

i. the unit member accepts full-time employment in another school district.

ii. the unit member's whereabouts are unknown and cannot be determined through reasonable means.

iii. the unit member cannot fulfill the requirements for holding a teaching position.

Unit members on the recall list shall be sent, annually, through regular U.S. Mail, a letter requesting any change in address and/or employment status. Letters returned for incorrect, insufficient, or no forwarding address will result in the bargaining unit member's removal from the list.

c. When an opening occurs, the Board shall send a certified letter to the first unit member on the recall list possessing the proper certification for the position. The unit member shall have five (5) working days from the date the letter is received to notify the Board of his/her availability to accept the position. Refusal of the position shall release the Board from further obligation under this policy and the unit member's service shall be terminated. However, refusal of a part-time position shall not change his/her status on the recall list.

d. The Board shall then proceed to offer the position to the next senior properly certificated unit member on the recall list. This process shall continue until the recall list is exhausted.

2. No new unit member shall be hired for a position so long as a certificated unit member for the position remains on the recall list.

3. Recall Rights

All rights related to salary, fringe benefits, and seniority at the time of the reduction in force shall be fully restored upon recall. Sick leave accumulation will remain at pre-layoff levels, unless the member was employed in an STRS position while on the recall list and either accrued or used sick leave in that position.

4. Special provisions while on a Recall list:

a. All unit members placed on the recall list shall be placed at the head of the substitute unit member list, if he/she so requests in writing. If such a request is made, the unit member is subject to all policies and practices of substitute service.

b. Any unit member, while on a recall list, may pay the entire premium (employee's and Board's contribution) for group life, hospitalization, and other group insurance benefits to retain such benefits. Payments shall be made monthly in advance.

ARTICLE X – CONTRACTS AND EVALUATION

A. Unit Member Contract (Section 1)

1. The Lancaster Board of Education shall employ the unit members of this District. No unit member shall be placed in a teaching position unless he/she is certificated and/or licensed in the specific area. Any unit member assigned to a teaching position based on a professional teaching certificate will maintain that certificate in effect.

2. No unit member shall be requested to accept a teaching or supplemental assignment without a contract.

3. Contracts for the employment of unit members shall be of two (2) types - limited contracts and continuing contracts. A limited contract is a contract for a term not to exceed five (5) years. A continuing contract is a contract which shall remain in

effect until the unit member resigns, elects to retire, or is retired according to law, or until it is terminated or suspended. A continuing contract may be granted only to unit members holding professional or permanent certificates/licenses.

4. Unit members eligible for continuing service status in any school district are those having professional, or permanent certificates/licenses, who have taught at least three (3) of the last five (5) years in the District.

a. Unit members who have attained continuing contract status elsewhere and have served two (2) years in the District are also eligible. However, the Board of Education, on the recommendation of the Superintendent, may at the time of employment or at any time within the two (2) year period declare any of the latter eligible. If the Superintendent recommends that a unit member eligible for a continuing contract be re-employed, a continuing contract shall be entered into between the Board and the unit member, unless the Board by a three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent.

b. The Superintendent may recommend re-employment of the unit member under a limited contract for not more than two (2) years after eligibility if continuing service status has not previously been attained elsewhere.

c. Written notice of the intention to make such a recommendation, with reason therefore, must be given to the unit member on or before April 30. Upon subsequent reemployment, only a continuing contract may be entered into.

d. A limited contract may be entered into with each unit member who has not been employed by the Board at least three (3) years. Such a contract shall be made regardless of length of previous employment with each appropriately licensed unit member.

5. If at the conclusion of the first limited contract the unit member has demonstrated satisfactory performance in the various aspects of his/her assignment, a second one year (1) contract shall be granted.

6. If significant improvement is not evidenced during the additional second year, his/her contract may not be renewed.

7. Following the completion of a second one-year (1) contract and after demonstrating satisfactory performance, a unit member will be granted a two-year (2) limited contract.

8. Following the completion of a two-year (2) limited contract and after demonstrating satisfactory performance a unit member will be granted a three-year (3) limited contract.

9. A unit member may be granted a probationary contract at the expiration of a second one-year (1) contract, two-year (2) limited contract or three-year (3) limited contract, if performance is unsatisfactory.

10. Continuing contracts shall be issued as provided by ORC 3391.11. Upon the unit member becoming eligible for continuing contract status, he/she must notify the Superintendent for consideration.

a. A unit member shall no later than December 15th of the school year in which the unit member's contract is scheduled to expire, submit to the Superintendent or designee, notification that he/she will meet all the legal qualifications for a continuing contract prior to the regularly scheduled May Board meeting.

b. Unit members eligible for a continuing contract shall provide the Superintendent or designee with the official transcripts and certificate/license no later than April 30th of the school year in which the member's employment contract is scheduled to expire.

Failure to provide all necessary documentation prior to April 30th of the school year, in which the member's employment contract is scheduled to expire, will result in a one year limited contract being issued for the member.

The parties intend the foregoing unit member contract provisions to supersede and take the place of any and all contrary provisions of Ohio law.

B. OTES/OSCES Evaluation (Section 2)

1. SCOPE AND PURPOSE

a. DEFINITIONS

i. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

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

iii. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

iv. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are posted on the District intranet.

v. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

vi. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors observed during the Evaluation Cycle. The rating 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 a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

vii. Evidence: Information collected by the evaluator and/or provided 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, summative assessments, and student work samples.

viii. High Quality Student Data (HQSD): Quantitative information derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning, that can be directly attributed to the teacher being evaluated.

ix. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized as provided within this Article. The approved form for the Improvement Plan is posted on the District intranet.

x. 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).

xi. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

xii. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

xiii. 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 approved by ODE and posted in the District intranet.

xiv. Teacher of Record: A teacher who is:

a) Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,

b) Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

c) Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

xv. Teacher Performance: The assessment of a teacher during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix F of this Agreement.

b. PURPOSE: The purpose of teacher evaluation is to:

i. Advance the professional learning and practice of teachers individually and collectively in the school District.

ii. Inform instruction.

iii. Assist teachers and administrators in identifying, implementing, and supporting best educational practices that will provide the greatest opportunity for student learning and growth.

iv. To provide information for recommendations regarding contract status.

v. To assess a unit member's work performance.

c. APPLICATION: The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

i. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

ii. Teachers working under a professional or permanent certificate issued under Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

iii. The District shall not conduct an evaluation for any teacher who:

a) Was on leave for fifty percent (50%) or more of the school year;

b) Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire; (Must submit notice before November Board meeting to meet the deadline.)

c) Is participating in the teacher residency program established by Ohio Rev. Code § 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;

d) Is a substitute teacher.

iv. School Counselor Evaluations

a) Each counselor will be evaluated in accordance with the teacher evaluation procedures in Article X, OTES / OSCES Evaluation and guaranteed the rights contained therein except HQSD will not apply in school counselor evaluations.

b) Each school counselor will be evaluated based on multiple factors, including performance on all areas identified by the standard for school counselors and the ability to produce positive student outcomes using metrics, which will determine the holistic final summative rating of effectiveness according to ODE requirements.

v. Teachers who are not covered in Article X Section A above shall be evaluated using the procedure in Article X Section 3.

2. EVALUATION COMMITTEE

a. The Association and the Board agree to establish a joint evaluation committee for the purpose of assessing and making recommendations concerning the evaluation policy, procedures, and the instrument used for the evaluation of unit members. This committee will also be charged with assessing and making recommendations concerning the many aspects of the

High Quality Student Data (HQSD) and providing and/or recommending professional development on HQSD for the unit members.

b. Committee Composition

i. The committee shall be comprised of 5 Association members appointed by the Association President and 5 members appointed by the Superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

ii. Ideally, committee members should represent elementary, middle school, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e., career tech) within the District.

iii. Upon a vacancy of an Association member on the committee, the Association President shall appoint a successor.

c. Committee Operation

i. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

ii. The committee shall meet quarterly, or more often if determined necessary by the committee.

iii. The committee agenda shall be developed jointly by the cochairpersons of the committee.

iv. All decisions of the committee shall be achieved by majority (meaning a majority of members are in agreement and the other members agree to be bound by the majority's decision).

v. At the initial committee meeting, the committee shall develop the ground rules by which the committee shall operate.

vi. All notes and official minutes, if any, shall be stored and available to members of the committee, Association President, and District Superintendent electronically.

vii. The committee may establish sub-committees to assist with their work.

viii. Sub-committees shall be jointly appointed by the Superintendent/ designee and the Association President.

ix. The committee may utilize a consultant(s) as it deems necessary, provided that, any cost associated with the use of a consultant must be pre-approved by the Superintendent or designee.

x. The committee shall be responsible for creating the following documents to aid in optimal understanding of the evaluation process:

a) Evaluator instructions which include the purpose, mechanics and dimensions of the evaluation procedure.

b) Teacher instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

xi. At the beginning of each school year the committee shall provide both evaluators and teachers with the applicable set of instructions created in accordance with the section above. These instructions may be provided in hard copy or electronically.

xii. The committee shall be responsible for the creation of a teacher mentoring program for teachers placed on an improvement plan. Both the Superintendent, or designee, and the Association President will approve the mentoring program prior to implementation.

d. Committee Authority

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

ii. The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of the same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

iii. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, they shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, then said recommendation shall be subject to ratification by both parties.

3. EVALUATORS: QUALIFICATIONS AND ASSIGNMENT

a. Each evaluator shall be an employee of the Lancaster City Schools, employed under a full-time contract pursuant to Ohio Rev. Code § 3319.01

or § 3319.02, must hold at least one (1) administrator certificate/license under Ohio Rev. Code § 3319.22, and shall be credentialed at the time of any walkthrough, observation, or evaluation. An evaluator shall not be a bargaining member.

b. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 30, or in the case of a new teacher, within thirty (30) days of the first day employed.

c. Evaluator assignments shall be made pursuant to the following requirements:

i. It will be a mutual goal that the teacher's designated administrator be the primary evaluator.

ii. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator. It will be a mutual goal that the teacher's designated administrator be the primary evaluator.

iii. The evaluator who begins the evaluation cycle shall finish said cycle. However, if this is not possible, the Superintendent or designee shall assign a new evaluator.

iv. Upon request of the teacher, the teacher shall be assigned a new evaluator if substantiated documentation shows the evaluator has discriminated against the teacher, and/or made false claims against the teacher.

4. ORIENTATION AND PROFESSIONAL DEVELOPMENT: FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

a. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

b. The financial resources to support the professional development shall be provided for, in priority order:

i. Teachers designated to an improvement plan. The evaluator and teacher shall jointly identify training, classes, resources, etc.

ii. All other teachers not identified above.

iii. The Evaluation Committees may have funds, if available, allocated each year to be used for training purposes. Committee members shall vote on how these dollars shall be allocated and the type of training.

5. EVALUATION STRUCTURE AND PROCEDURES

a. SCHEDULE OF EVALUATION

i. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

ii. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

b. CRITERIA FOR PERFORMANCE ASSESSMENT

i. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as approved by ODE and posted on the District intranet.

ii. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples.

iii. No undocumented or unsubstantiated information may become part of a teacher's performance assessment.

iv. No teacher performance information shall be collected by video or audio devices without the express written consent of the teacher being evaluated.

v. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

vi. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

c. OBSERVATIONS

i. Schedule of Observations

a) The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. Absent extenuating circumstances, the first formal observation shall be completed prior to the winter break and the second formal observation shall be completed no later than May 1.

b) The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with paragraph 1 above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than May 1.

c) If a teacher instructs more than one subject matter/grade level, the teacher may choose the subject matter/grade level for each scheduled observation, unless the teacher is on an improvement plan. Both scheduled observations in an evaluation cycle shall be for the same subject matter/grade level.

d) One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.

e) Teachers shall not receive a formal observation on a day before or after the following: a holiday, first or last week of the school year, or the day before or after any school break of more than two (2) consecutive calendar days, or any leave of absence of more than five (5) days.

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

ii. Observation Conferences

a) A pre-observation conference may be held and if so it shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. At the pre-observation conference, the teacher shall provide

evidence for the work situation to be observed on the preobservation form as approved by ODE and posted in the District intranet.

b) A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 10 working days following the formal observation. Teachers shall be given the opportunity to provide evidence to help inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

i) Teachers shall receive a copy of the evaluator's completed rubric at least three (3) working days prior to the post-observation conference, unless the three (3) day requirement is waived by the teacher.

ii) The purpose of the post-observation conference is to provide reflection and specific feedback to increase teacher effectiveness.

d. WALKTHROUGH:

i. A classroom walkthrough is a:

a) Tool to inform evaluation that provides the opportunity to gather evidence of instruction during short classroom visits;

b) Process for giving targeted evidence-based feedback to teachers; and

c) Means for evaluators to visit classrooms more frequently and more purposefully.

ii. Classroom walkthroughs, as part of the teacher evaluation system, shall be based upon teacher evaluation performance standards.

iii. Summary data collected during walkthroughs along with evidence documented through all formal observations will come together to inform the teachers' summative performance rating: ineffective, developing, skilled or accomplished.

iv. Each Building Leadership Team shall develop the building level "Walk Through" form. The form must be approved by a majority of the bargaining unit members of the building.

v. At least two (2) classroom walkthroughs shall be included in each evaluation cycle.

vi. The evaluator may email the completed walkthrough form to the teacher prior to leaving the classroom or shall leave the completed written walkthrough feedback form in the classroom prior to leaving the classroom. (The evaluator may take a picture of the completed walkthrough form.)

vii. No walkthrough form shall have more than one (1) teacher's name on it.

6. HIGH QUALITY STUDENT DATA (HQSD)

a. Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

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

i. The Evaluation Committee 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 committee may ask for the vendor to make a presentation to the committee.

c. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

i. Knowledge of the students to whom the teacher provides instruction; ii. The teacher's use of

differentiated instruction practices; iii. Assessment of

student learning; iv. The use of assessment data;

v. Professional responsibility and growth.

d. No Evaluation Factor shall be impacted solely by student performance on a test or tests.

e. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

7. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

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

i. Teachers whose evaluation rating is at or above expected levels shall develop a self-directed plan for continuing professional growth.

ii. Teachers whose evaluation rating is below expected levels may develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

a) Expected levels of performance varies depending on the teacher's years of experience. Teachers in residency – specifically in Years 1 through 4 – are expected to perform at the "Developing" level or above. Experienced teachers – with five or more years of experience – are expected to meet the "Skilled" level or above.

b) If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request an Association representative to further discussion between the teacher and the evaluator toward development of the improvement plan. If an Association representative is in attendance, an additional District representative may also attend.

iii. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

iv. Typically, a teacher in their first year of employment with the District shall not be placed on an improvement plan.

v. The improvement plan shall include:

a) Specific, measurable instructional practices to be observed;

b) Specific, evidence-based resources, and assistance to be provided;

c) Clearly articulated timelines for the completion of the plan; and

d) Resources to support the expectations set forth in the plan; and,

e) Shall utilize the form created by the Ohio Department of Education of this agreement.

vi. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended.

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

8. FINALIZATION OF EVALUATION

a. Written Report

i. 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 conference shall be held between the teacher and the evaluator. ii. The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

iii. All personnel memos or correspondence relative to job performance are to be placed in the unit member's personnel file. A copy will be forwarded to the unit member.

b. Completion of Evaluation Cycle

i. The final holistic evaluation rating shall be based upon the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

ii. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

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

iv. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

v. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

vi. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing based upon the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

vii. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing based upon the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

viii. The Superintendent shall annually file a report to ODE including only the following information:

a) the number of teachers for whom an evaluation was conducted;

b) the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated;

c) all other information and documents obtained through the evaluation process shall be stored and maintained by the District.

c. Ohio Evaluation System (OhioES): The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

9. DUE PROCESS

a. Teachers who disagree with and provide credible evidence that identifies errors with data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

b. Upon request, 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.

C. Non-OTES Evaluation (Section 3)

1. The evaluation has for its primary objective the strengthening of instructional service. An effective evaluation will require a serious nature and a cooperative approach on the part of all involved.

2. All evaluations have, as their purpose, the improvement of the school program by assisting each unit member to improve effectiveness.

3. Accordingly, each unit member shall be observed on at least two (2) separate occasions for a period of not less than thirty (30) consecutive minutes. In keeping with the objective of strengthening unit members, a principal/supervisor shall, upon making a visitation of thirty (30) minutes or more, provide the unit member a list of any observed significant problems noted as a result of that visit and suggestions for improvement. This list of significant problems shall be given to the unit member within five (5) working days. In the case of a second visit, the unit member will either be given a list, if significant problems still exist, or a formal evaluation may be instituted within the five (5) working days. The unit member will be given a reasonable time to correct the problems.

4. All evaluations shall be made on the appropriate Unit Member Evaluation Form. The evaluation should be a cooperative effort on the part of the unit member and the evaluator. A copy of the evaluation form will be independently completed by both the unit member and the evaluator. Within ten (10) days following the completion by both parties, an evaluation conference shall be scheduled at a mutually agreeable time at which time the unit member and evaluator will compare remarks listed on the evaluation forms. After this discussion, a composite evaluation form will be mutually prepared and signed by both parties.

5. If the unit member does not agree to the comments made by the evaluator, the exceptions should be noted under the "Unit Member Comment" section of the form. In addition, the unit member may request a meeting with the elementary or secondary supervisor, the building principal, special education director, or assistance principal as deemed appropriate under the circumstances, and if desired, a representative of the Association to discuss the matter in greater detail. Bargaining unit members have the right to an independent evaluation by a different evaluator at the end of a limited contract. Upon request in writing to the Superintendent and within five (5) working days after the evaluation conference, the Superintendent or designee shall provide the bargaining unit member a list of three (3) potential independent evaluators, presently employed by the Board of Education, within three (3) working days. The bargaining unit member must notify the Superintendent or designee of his/her choice within two (2) working days. If a bargaining unit member

is a likely subject for non-renewal, the aforementioned evaluation shall be carried out before final action on the bargaining unit member's contract.

6. Completed evaluation forms are to be filed with the Director of Human Resources, and the Superintendent, with copies being provided for the unit member and the building principal.

7. All personnel memos or correspondence relative to job performance are to be placed in the unit member's permanent record folder. A copy will be forwarded to the unit member.

8. Frequency of Evaluation

   a. Each administrator with evaluative responsibilities shall maintain a four (4) year evaluation cycle calendar for his/her staff, revising it as necessary prior to September 30 of each school year. Each September each member shall be advised of his/her scheduled evaluation year, in writing.

   b. All unit members with probationary contracts shall have a minimum of two (2) evaluations and a maximum of five (5) evaluations during the year.

   c. All unit members who are in their first three years of service in the district shall have a minimum of one (1) evaluation and a maximum of three (3) evaluations during each of the first three years.

   d. All members with limited contracts, other than those mentioned above, shall have a minimum of one (1) evaluation during their contract period, and a maximum of three (3) each year.

   e. All members with continuing contracts shall have a minimum of one (1) evaluation every four (4) years and a maximum of three (3) each year. Teachers with continuing contracts being evaluated under Option 1 or Option 2 shall be evaluated once every four (4) years. Teachers with continuing contracts being evaluated under Option 3, shall be evaluated a minimum of one (1) time a year to a maximum of three (3) times a year.

9. A bargaining unit member scheduled for an evaluation in any given year who has reason to believe that the evaluation process may not be completed, may request in writing by February 1 that the principal evaluator complete the evaluation as required by the contract. Should the evaluation not be completed, the most recent, completed evaluation in the bargaining unit member's personnel file shall be considered an accurate representation of the bargaining unit member's current performance.

10. A bargaining unit member not meeting the Board-established attendance standards, for any one or more of the following reasons, will not be negatively evaluated:

a. An extended illness or hospitalization of more than five (5) consecutive days, requiring professional medical attention. Documentation must be provided upon the bargaining unit member's return to work.

b. An extended illness or hospitalization of a spouse, bargaining unit member's parent, or child requiring an extended absence of more than five (5) consecutive days. The bargaining unit member will submit, in writing, the reasons for this absence to the immediate supervisor upon his or her return to work.

11. Evaluation Instruments to be Used

a. All members who are in the first three (3) years of service in the District shall be evaluated on the Option 1/Option 3 checklist evaluation form.

b. All members other than those in the first three (3) years of service in the District, who are on probationary contracts, at risk of dismissal or nonrenewal (as determined by the evaluator after the first 30 minute observation or the prior observation), or perceived by the evaluator as having multiple significant problems shall be evaluated with the Option 1/Option 3 Checklist Evaluation Form. (See Appendix B-1.)

c. All other members scheduled for evaluation shall be evaluated using the Option 1/Option 3 Checklist Form or the Option 2 Goals Form, at the choice of the teacher.

12. The parties agree that nothing in the evaluation article prevents the administration from observing teachers at any time, including a review of the lesson plans, a preobservation conference, a post-observation conference, and/or an observation report.

The parties further agree that if a teacher is identified as having problems the administration may place that teacher on Option 3 of the evaluation process prior to October 30 of any year.

13. The parties intend the foregoing unit member evaluation procedure to supersede and take place of any and all contrary provisions of Ohio law including, but not limited to, the provisions of Amended Substitute House Bill 330 as presently enacted or hereafter amended.

If the State of Ohio changes any regulations of the current laws governing Teacher Evaluations, or if Professional groups such as but not limited to Speech Therapists, and/or Occupational Therapists develop an evaluation instrument, the parties will use the Evaluation Committee to bring recommendations, which shall be subject to ratification by the Association and approved by the Board for implementation as required by law.

D. Non-renewal of Limited Contracts/Resignations/Terminations (Section 4)

1. Prior to a principal/supervisor making a recommendation to the Superintendent not to renew a unit member's limited contract, the principal/supervisor shall provide the unit member with the reasons in writing for such recommendation based on evaluations on or before March 15 of the school year involved.

2. If the Superintendent intends to recommend the non-renewal of a unit member's limited contract notwithstanding a recommendation received by him/her from the unit member's principal/ supervisor that the unit member be re-employed, the Superintendent shall notify the unit member, in writing, of such intentions and afford the unit member involved the opportunity for a conference with him/her on or before March 30 of the school year involved to discuss the reasons for the nonrenewal.

3. The unit member, upon receipt of such notice of intention not to renew, shall have until April 15 of the school year involved to submit a written request to the Treasurer of the Board for an informal appearance before the Board. If such an appearance is requested, the Board shall notify the unit member of the time and place of his/her meeting with the Board.

4. At the meeting, the unit member shall have the opportunity to present reasons as to why his/her contract should be renewed. The Board shall then exercise its best judgment and good faith according to the law in considering its decision. The unit member may elect to be represented at the hearing provided for herein by one representative of his/her choice.

5. A unit member who is non-renewed after five years of teaching in the district may only be non-renewed for good and just cause and the unit member may grieve his/her non-renewal on the basis that the Board's non-renewal action was arbitrary, capricious, or unreasonable.

6. The provisions of this section shall not apply to supplemental contracts.

7. The parties acknowledge that the foregoing non-renewal of limited contracts provisions are intended to supersede and take the place of any and all contrary provisions of Ohio law, including, but not limited to, the provisions of Amended Substitute House Bill 330 as presently enacted or hereafter amended.

Resignations

A unit member may give written notice of resignation to the Superintendent prior to July 10 and it is automatically effective without the approval of the Board. A written resignation after the tenth (10th) day of July must be approved by the Superintendent and acted upon by the Board before it becomes effective.

Termination of Contract

Termination of a unit member's continuing or limited contract shall be in accordance with Ohio Revised Code 3319.16.

E. Re-Employment of Retired Teachers (Section 5)

On occasion, the Board may find it desirable to employ a retired teacher. A retired teacher is any teacher already receiving a retirement benefit from any retirement system, in-state or out-of-state. There shall be no expectation that any retired teacher, whether formerly an employee of the Lancaster City Schools or not, will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the district and the qualifications of the candidate, and no reason will be given for declining to offer such employment to anyone pursuant to this provision. The following procedure shall govern such employment of such retired teachers (hereafter ("Retirees").

1. Except as expressly modified herein, Retirees shall be members of the bargaining unit represented by the LEA and shall be entitled to all terms, conditions, rights and benefits of the collective bargaining Agreement between the Association and the Board.

2. ~~A Retiree shall be placed at Step 0 on the teachers' salary schedule and at his/her education column of the teachers' salary schedule.~~ A Retiree shall be placed at least a Step 5 on the salary schedule for the position for which they are hired. A retiree shall receive a step increase each year they receive an additional one-year contract after their initial retire/rehire contract is issued. Retired employees employed by the District shall retain all step increases earned previously as a rehired retired employee, which shall be greater than or equal to at least Step 5 of the salary schedule for the position they hold. They shall also be eligible for step increases as provided in this paragraph.

3. The District will provide health insurance coverage for the Retiree only if STRS rules so require. If the Retiree is less than full-time, health insurance will be provided as provided to other teachers who are less than full-time.

4. Retirees shall not be eligible to receive severance pay or any retirement incentive upon leaving the district.

5. Retirees shall be provided one-year limited regular teaching contracts that are automatically non-renewed each year without any action by the Board and without any evaluations or notice to the teacher/Retiree. Failure to evaluate or to follow negotiated or statutory procedures and failure to provide statutory notice of nonrenewal shall not be a basis for automatic reemployment of a Retiree. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Retirees shall not be eligible for a continuing

contract, regardless of their years of service or license held. Retirees have no rights or seniority if a reduction in force occurs.

6. The parties agree that the provisions of this Article and any Retiree's salary and nonrenewal of his/her individual contract will not be grievable under the grievance procedures of this contract, nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

7. If required by OTES, a retired/rehired teacher shall be evaluated.

8. Retirees will be provided with a copy of this Article and asked to execute a release of claims against the Board and Association regarding the provisions of this Article.

9. All terms and condition of employment under this Article shall supersede ORC Chapter 3317, Sections 3319.11, 3319.111 and all other laws inconsistent with the Article.

ARTICLE XI – TERMS AND CONDITIONS

A. Unit Member Year

1. The maximum number of unit member working days in each school year, in the Lancaster City Schools, shall be 184 days less any days closed in accordance with state law.

2. There shall be three (3) full days set aside as follows:

   a. One (1) day before the first student day each school year for unit members' meetings, with at least one-half (1/2) of this day set aside as a work day for them. If a city-wide general meeting is scheduled for this day, the Association shall be given a minimum of forty-five (45) minutes to a maximum of sixty (60) minutes at the conclusion of this meeting to conduct business.

   b. One (1) day at the end of the first semester as a records day on the Friday before grades are due. Teachers may also utilize this day to work on remaining assigned Public School Works (PSW) modules. Of the PSW modules that teachers were required to complete during the 2021 – 2022 school year, the only modules that teachers may be required to complete prior to this records day will be the modules on The Ohio Ethical Use of Tests, Lancaster City Schools Board Policies and Procedures, and Lancaster City Schools Staff Handbooks. The Board reserves the right to determine the deadline for any additional PSW modules that may be added after the 2021 – 2022 school year. Principals may schedule up to sixty (60) minutes of meeting time on that day.

c. One (1) day at the end of the year as a records day. No more than one (1) hour of this day shall be for unit member meetings. Unless otherwise requested by the District, records, grade reports, or other items shall not be due before this day.

3. In November of each year, the LEA shall make a recommendation to the Board of Education, through the Superintendent, for the calendar for the following school year.

4. It is understood that the final decision regarding the school calendar rests with the Lancaster City Board of Education. However, no calendar shall be adopted until the LEA has had the opportunity to provide input as indicated above in Item 3.

5. The Association shall be given a minimum of forty-five (45) minutes to a maximum of sixty (60) minutes on the agenda during one of the new employee orientation days to speak with new employees alone and to conduct business.

B. Unit Member Day

1. The unit member day shall not be longer than seven and one-half (7-1/2) hours. The beginning and ending times of the unit member day will be determined by the Superintendent and may be changed from time to time based on the needs of the building and the District. The beginning and ending times of the unit member day may vary based on the unique needs of each building and of each teaching position within the building. No unit member shall be required to arrive earlier than fifteen (15) minutes before or remain longer than fifteen (15) minutes after the student day except under the following conditions:

a. A building may schedule a mandatory meeting for bargaining unit members of up to forty (40) minutes twice per month, but two mandatory building meetings shall not be scheduled in the same week. An after school meeting will begin within fifteen (15) minutes of student dismissal, and end within fifty-five (55) minutes of student dismissal. Morning elementary meetings may begin fifty-five (55) minutes prior to and end fifteen (15) minutes prior to the start of the student day.

Weekly meetings are not required and shall be held only if the content/subject matter cannot be disseminated in writing and/or discussed in person.

Meeting agendas shall be provided by the previous work day unless mitigating circumstances exist which would prohibit the timely distribution of said agenda.

Except under extenuating circumstances, and/or emergencies, no meeting in the school district shall be called and held on the same day.

If the unit member attends a Teacher Based Team (TBT) meeting outside the contractual time, the unit member may then take an equal amount of compensatory time off within five working days. Compensatory time off will be determined by mutual agreement between the principal and the unit member.

Teacher Based Team (TBT) meetings held fifteen (15) minutes in addition to the unit member day, do not count against the mandatory building meeting defined in this item a. No more than one TBT meeting may be scheduled during any week.

b. If a required duty is scheduled before or after the student day, the unit member will serve that duty. Duties will be assigned by the building principal or his/her designee in a fair and equitable manner. Total minutes

of duty time shall be assigned proportionately among assigned full and parttime bargaining unit members at a given building. The duty schedule will be prepared in advance with the understanding that faculty members may trade duties if the trade is agreeable to both faculty members involved. The building principal shall be notified prior to the duty if times are traded.

c. A unit member required to perform a duty for more than thirty (30) minutes outside the student day will be paid at a rate of twenty dollars ($20) per hour for such time worked beyond thirty (30) minutes outside the student day. The extra time will be paid in fifteen (15) minute increments, with a minimum of thirty (30) minutes pay.

d. The elementary classroom teacher shall be provided with a forty (40) minute planning period at the start of his/her work day. This time is in addition to the student-free planning/conference time provided during physical education, art, and music classes. Unit members including those teaching physical education, art and music shall be given as much conference time as other unit members in their building.

e. Each secondary unit member will have one (1) conference/planning period per day, and conference/planning periods shall be of approximately equal duration within a building.

f. During the weekly library instruction period and computer lab classes, elementary classroom unit members shall not be required to be in the library or computer lab.

2. Continuous Improvement Funds

A sum of $34,000 (thirty-four thousand dollars) in continuous improvement funds shall be distributed annually to each building, including the preschools, on a prorated basis based upon the prior year's April EMIS enrollment numbers.

The bargaining unit members staffed half-time or more at the site shall use a collaborative decision-making process to determine the specific uses of the money. The principal shall be included in the decision-making process under the same conditions as the member. A majority vote of the certified staff as outlined above shall be needed to determine the usage of the continuous improvement fund. The funds may be used for any endeavor that is consistent with the District/building continuous improvement plan, and with all applicable Board policies and statutes. If the building chooses to hire duty-alternative aides the following rules apply:

a. Bargaining unit members, within their respective buildings, must first be considered for duty-alternative positions at that building. Then, bargaining unit members from other buildings may be considered. If a bargaining unit member is employed as a duty-alternative aide, s/he will be issued a limited, supplemental contract at .03 of the base salary. Bargaining unit members

   shall be considered only for duty-alternative positions that are scheduled outside of the regular day for teachers.

b. If no bargaining unit member applies, or the duty is scheduled within the normal teacher day, then other persons may be considered.

c. The building site is responsible for all salary, retirement, and benefit costs. The total amount expended may not exceed the building's allocation, unless the building contributes other funds by arrangement with the Treasurer.

d. The building site is responsible for recruitment and selection of dutyalternative aides. Duty-alternative aide positions are not subject to the usual posting requirements of this Negotiated Agreement.

e. The names of persons to be employed as duty-alternative aides must be submitted to the Director of Human Resources prior to employment.

f. Duties. In secondary schools, unit members may be required to attend a maximum of two (2) outside activities of not more than two (2) hours each, per year, excluding parent conferences, without compensatory time being given.

   In the elementary schools, unit members may be required to attend one (1) open house per year without compensatory time being given.

   Unit members shall be required to maintain a record of duty time that extends more than thirty (30) minutes before or after the student day. A form for record keeping will be provided by the Treasurer's office. The form must include the principal's signature as authorization and verification, and

must be submitted every two weeks corresponding with the established payroll periods.

In addition to summer school and curriculum development, the hourly curriculum rate will be paid for providing coverage, when authorized by the principal or designee, no substitute is available, and the classroom teacher agrees to cover in lieu of an unassigned period.

g. Parent/Teacher Conferences.

i. Elementary parent/teacher conferences will be scheduled between the last week of September and the second week in November. Teachers at any building may decide by majority vote to have conferences on the last day of the second week, or on a prior evening and take an equal amount of compensatory time off on the afternoon of the conference day; or on two (2) evenings, with compensatory time off for the entire conference day if work time is approximately equal. Two (2) evening conferences will be held during the second conference week with compensatory time off taken on the Wednesday prior to the Thanksgiving break.

Teachers will not be required to meet all parents at grade card time to distribute grade cards.

Principals in the Elementary Buildings shall provide teaching staff with three (3) options. These options will include the time period between the last week of September and the second (2nd) week of November.

Teachers will vote on the preferred option and the selected dates shall be scheduled for the conferences. This vote shall be held in May so a school calendar can be established, and so parents will be aware of the change.

ii. Secondary conferences shall be held on two (2) evenings with compensatory time taken on the Wednesday prior to the Thanksgiving Break.

The total time set aside for one conference day, regardless of the combination of day and evening hours, shall not exceed seven (7) hours, excluding lunch. All bargaining unit members assigned to a building shall be present during established conference times, either meeting with parents, providing support for conferences, or performing job-related tasks. Time shall be pro-rated for members assigned parttime to a building. The building principal may grant flexibility in scheduling in cases where the parent cannot attend during established times. Buildings must

communicate the conference plan with parents so that parents will understand the schedule.

3. Unit members will not be required to perform clerical tasks such as assembling handbooks, updating curriculum guides and courses of study at either building or district-wide meetings.

4. Each unit member employed by the Board of Education of the school district shall be granted at least thirty (30) uninterrupted minutes for lunch each day.

5. As used in this Agreement, the term "planning period" or "planning/conference time" means a period of time during the unit member day during which the unit member can schedule pupil and/or parent conferences, plan and/or prepare for lessons, or other job-related activities. Staff meetings may be held during the forty (40) minutes pre-school day elementary planning period if a majority of bargaining unit members in that building prefer it.

   The only duty which may be required during the thirty (30) minute pre-school day elementary planning period is supervision of students on the playground or in the multipurpose room before the student day. If this duty must be served by classroom bargaining unit members, it must be rotated equally among them. However, if a bargaining unit member volunteers to serve a duty during the planning time on a routine basis, and in return receives planning time at another time of day, and if the majority of the staff and the principal agree, it is permissible.

For the Instructor of the Online Academy at Lancaster High School, the contractual provisions in (B) Member Day, above may be modified to meet the needs of the online students. The beginning and end times of the unit member day may be adjusted, subject to administrative approval.

The days not modified shall conform to the beginning and end times of the building in which the Online Academy is housed. The length of the unit member day shall not vary from the contractually required seven and one-half (7.5) hours; and the length of the defined work year shall not vary unless altered by the approval of extended days. With the exception of the provisions noted above, all contractual obligations, rights, and privileges shall remain in full force and effect.

C. Certification and/or Licensure

1. The Board establishes as a minimum requirement for initial employment of unit members the possession of a Bachelor's Degree and Ohio Elementary or Secondary Provisional License or equivalent. If it is necessary to deviate from this policy, the deviation will be in accordance with the Ohio Department of Education Regulations.

2. The proper certificate for the position must be on file in the Superintendent's office prior to the close of the first payroll period and this is the personal responsibility of each employee.

3. The Superintendent may grant an extension of time if the circumstances warrant this action.

4. The Board will reimburse seventy-five percent (75%) of certification or licensure renewal and/or upgrade fees**.**

5. The Board will provide for fingerprinting and background checks as required by law for bargaining unit members.

D. Unit Member Personnel Files

1. There will be established and maintained one (1) official file on all unit members. The file shall be maintained by the office of the Director of Human Resources.

2. The official file shall be limited to work performance, discipline, and routine personnel data. Work performance and discipline data shall be admitted only after the unit member has signed and dated the actual material or a cover letter referencing said material's placement in the personnel file. Such signature shall signify that the member has seen the material, and not necessarily that the member agrees with it. The member shall also be given a copy of any material placed in his/her file.

3. If and when a unit member and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said unit member's file is anonymously authored, irrelevant, inappropriate, or false, such material shall be removed from the file or corrected. If the unit member and the Superintendent or his/her designee are unable to reach an agreement and the unit member still feels that the material contained in the file is anonymously authored, irrelevant, inappropriate, or false, such unit member shall have the right to attach a written statement to the disputed information. In addition, if a unit member feels that material in the file is not factually correct, the unit member may file a grievance calling for the removal of the factually incorrect material. Evaluative opinions are not grievable unless based on factually incorrect information as established through the grievance procedure.

4. A unit member shall have the right to inspect his/her personnel file at any time as long as such request is during the normal working hours of the administrative offices.

5. In addition to the unit member's personnel file, only one (1) anecdotal file may be maintained by the district. Said file shall be housed by the unit member's principal evaluator, although other evaluators may place anecdotal records in said file. Copies

of any material in this file shall be given to the unit member and said file shall be subject to the provisions of paragraphs 2, 3, 4, and 5 herein.

6. Unit members may include items in his/her respective official file pertaining to his/her performance or contributions to the field of education.

7. Personnel records are public records for the purposes of ORC Section 149.43. A member and/or his representative shall be promptly notified that such a request has been received.

8. Unit members' addresses and telephone numbers are not public record.

E. Grade Books

1. Unit members shall evaluate students according to the grading policies set forth by the Lancaster Board of Education. Record keeping for these policies shall be kept by each unit member and in a manner which the unit member finds manageable for his/her own personal needs as long as such procedures are in keeping with Board policies. All teachers, except preschool and kindergarten teachers, will keep student grades and assignments in the District approved platform and the grades and assignments will be updated at least bi-weekly.

2. The administration may require that these grade records be available for periodic review and that they be turned in at the end of the school year.

F. Lesson Plans

1. The Board and the Association agree that proper planning is vital to provide both long-and short-range direction in classroom instruction. They also agree that certificated unit members are capable of developing individual lesson plans for their classes which reflect planning to meet course objectives. All unit members shall provide lesson plans, if appropriate, to their assignment. Lesson plans shall be done five (5) days in advance, Monday through Friday, and must be available for substitute teachers and provide substitutes with sufficient instructions for the day. It is the responsibility of the unit member to have these materials available prior to the start of the student day as well as class rosters and seating charts.

2. The building or supervising principal shall have the sole authority and responsibility to check unit member lesson plans on a regular basis. Lesson plans shall be available in the classroom. Lesson plans may also be checked by classroom observers the day of official visitations. All unit members shall submit their lesson plans in accordance with a schedule specified by the principal at the beginning of the school year.

3. Each unit member's daily lesson plans shall give direction for instruction and implementation of courses of study as determined by the unit member. Lesson plans may be written or digital in a format as determined by the unit member.

4. The parties agree that lesson plans shall be reflective of Ohio Department of Education (ODE) Standards indicators where applicable. Standards need not be reproduced verbatim nor referenced by page number in the lesson plan.

5. A good lesson plan includes:

   a. A simple statement of what students are supposed to learn in the lesson, or objective(s), which must relate to those stated in duly adopted curriculum; and, the teaching technique for presenting the lesson. If the lesson continues more than one day, these need not be repeated daily. Lesson plans need not reproduce verbatim nor reference by page or number the objectives from the curriculum guide, nor need they state formal behavioral objectives.

   b. A list of materials and equipment needed.

   c. Evaluation procedures for the lesson. Evaluation can be a formative assessment.

G. Administration of Medication/Medical Attention

1. No unit member, excluding the school nurse, shall be required to administer medication or provide medical attention except in an emergency first aid situation; however, any unit member refusing to administer both must notify the building principal, in writing using the form in Appendix G, of his/her refusal on or before September 15 of the school year. Bargaining unit members hired after the start of the school year shall have 15 work days to notify principal of refusal.

2. The unit member's notification shall continue from year-to-year until the building principal is notified otherwise. Should a unit member change building assignments, a new form shall be completed and filed.

H. Class Size

1. The Board agrees that every effort will be made to maintain class sizes that will serve to provide an optimal teaching/learning situation. Except in performance classes, physical education classes, study halls, library activities, field trips and other regularly scheduled group activities, classes in grades K-3 shall be scheduled, where possible, not to exceed twenty-five (25) pupils per class; classes in grades 45 shall be scheduled, where possible, not to exceed twenty-eight (28) pupils per class; classes in grades 6-12 shall be scheduled, where possible, not to exceed thirty (30) students per assigned class period. Enrollment in classes in grades 6-12 shall be scheduled, where possible, not to exceed one-hundred seventy (170) pupils per day per teacher.

   Secondary class sizes may exceed these limits upon mutual agreement of the teacher and principal. If a teacher agrees to exceed these limits, the teacher will be paid $10.00 per day for each student in excess of the limits.

To avoid overflow in the Elementary buildings and the transportation of pupils to other buildings, Elementary class sizes may exceed these limits upon mutual agreement with the teacher, up to two (2) additional students, and the teacher will be paid twenty dollars ($20.00) per day for each student in excess of the limits. The Association's leadership agrees not to discourage teachers from taking students to avoid overflow.

Each school in the District is encouraged to find ways other than class size limits to reduce class size.

In order to allow flexibility in balancing classes, in elementary schools there may be reasonable exceptions to class sizes during the first five (5) student days of the school year and for the first five (5) student days of each semester in secondary schools.

For Kindergarten classes, the first student day is defined as the first day all kindergarten students are required to attend school on the same day.

The Association agrees that in the event an additional teacher is required to meet class size limits, the vacancy posting does not need to be posted for a period of five (5) calendar days as prescribed in Article VI (2)(c). A long term substitute shall be hired for the remainder of the school year. If the position exists the following school year, normal posting procedures shall be followed.

2. At all elementary grade levels, consideration will also be given to the number and type of identified students with disabilities assigned or mainstreamed into a regular classroom. The appropriate personnel from the Student Services Department will, upon request of the regular teacher, assist in the planning of activities that the regular classroom teacher may employ in their daily teaching. Such activities might include directing appropriate resources, personal observations, or other activities to aid in the education of mainstreamed, students with disabilities.

3. In grades 6-12, consideration will be given to the subject matter, required composition, ability levels of students and number of teacher preparations in the establishment of class sizes. The impact of the assignment of identified, students with disabilities, with respect to number and type of disability, will be considered in establishing a reasonable class size. The appropriate personnel from the Student Services Department will, upon request of the regular teacher, assist in the planning of activities that the regular classroom teacher may employ in their daily teaching. Such activities might include directing appropriate resources, personal observations, or other activities to aid in the education of mainstreamed, students with disabilities.

4. All special education classes and career and technical education classes (CTE) funded by federal and/or state funds will follow federal and state regulations and guidelines.

5. Under no condition will this provision require the Board of Education to acquire additional facilities other than those available as of the effective date of this Agreement.

6. Teachers shall have at least one (1) working day's notice before a newly enrolled student or student transferred from another building is added to their classroom, except when immediate enrollment is required by law.

7. For purposes of this section, specials classes are defined as elementary art, elementary music and elementary physical education.

   a. As permitted based on student enrollment, the administration will not schedule specials classes to begin before 9:15 a.m. or end later than 3:15 p.m.

   b. Effort will be made, when overall schedule for all teachers permits, to schedule elementary specials classes from the same grade levels back-toback ("stacked").

   c. Effort will be made, when overall schedule for all teachers permits, to assign grade levels or grade bands to elementary specials teachers from year to year.

   d. If elementary specials staff have concerns about scheduling, those may be raised in the liaison committee or with the principal at the building level. If

      a principal receives concerns about scheduling, the principal shall provide an explanation for the construction of the schedule.

I. Release Time

Release time during the regular student day will be given to unit members as follows:

Each special education teacher (as recognized by the Ohio Department of Education) will be given one (1) full day or two (2) half days of released time per year to deal with preparation for I.E.P. conferences. A unit member who does not need this day will inform the administration of his/her intention not to use the day. Release time will be scheduled with the agreement of the building principal.

J. Curriculum Development

1. Instructors may select and use appropriate supplemental materials to meet individual student needs within the Board-approved curriculum.

2. During the year of curriculum adoption and/or revision, there shall be one curriculum committee per subject for elementary and one curriculum committee per subject for secondary. Each committee is charged with the planning, developing,

revising, and updating of curriculum guides and courses of study, pupil performance objectives and competency tests; and selection of textbooks and materials. At least half (1/2) of the members of each committee will be classroom teachers who provide daily instruction to students. The Association may select up to two (2) classroom teachers to be on each committee. Service on curriculum development held outside the teacher workday shall be voluntary.

3. At the first meeting of the committee, a schedule of further meetings shall be established. Meetings may be conducted either during the normal unit member day, or outside the day. If during the normal day, released time will be provided. If outside the day, unit members will receive pay at the curriculum rate. Ample released time will be provided to selected department personnel to prepare course descriptions, curriculum guides, instructional objectives, lists of needed materials, and budgeting requirements, including a specific plan for the implementation of a pilot program, when necessary. Curriculum/in-service work days shall not be counted against unit members on school board attendance policies.

4. Any revisions of curriculum or new curriculum will be presented to the Board of Education for approval prior to implementation. The Association shall be provided the opportunity to speak to the Program Committee of the Board of Education at the meeting in which the Program Committee shall take up the curriculum change.

5. The Board will provide the Members of the Curriculum Committee(s) with any proposed curriculum change no later than ten (10) days prior to the meeting of the Program Committee of the Board to discuss the change.

6. Unit members will not be required to implement a curriculum guide, a course of study, pupil performance objectives or any other part of a revised or newly adopted curriculum until they have been provided said item and said item has been available to the unit member for at least thirty (30) days prior to implementation. This will apply to new textbook adoptions as well.

K. School Closing (Calamity Days)

1. On the first five (5) calamity days the school system or a school building is closed due to weather or other emergency, unit members will not be required to report and the days will not be scheduled by the Board to be made up. A state of emergency declared by the Governor of the State of Ohio or an extraordinarily grave event marked by great loss, lasting distress and affliction shall also be considered to be a public calamity. After the first five (5) calamity days, if there is inclement weather or other calamity, the Superintendent or designee may call for a virtual learning day instead of a make-up day to the extent permitted by law, except in the event of a level 2 or 3 snow emergency being declared in Fairfield County before the buses depart to pick up students. A virtual learning day includes teacher directed instruction via electronic means.

2. During previously unscheduled virtual learning days, as described in paragraph 1 above, the District will operate on a virtual day schedule which will consist of a two-hour late start for students to allow teachers to prepare/plan the virtual day. Unit members will have the option to teach from home (provided they are able to perform teacher directed instruction) or teach from their schools. Hotspots will be made available by the District to be checked out if needed by staff.

3. Those employees who are paid for, but do not work, a calamity day that results in a student make-up day, shall be required to work any student make-up day scheduled by the Board without additional compensation. Those employees who are paid for, but do not work, a virtual day will be required to use a personal leave day instead.

L. Student Teacher Assignments

1. Only unit members who consent to participate are eligible to serve as cooperating unit members in the Student Teacher Program. The option to refuse a student teacher for just cause belongs to the building principal in cooperation with the unit member. The nature of the work experience for any student teacher shall generally be determined by the cooperating unit member. Termination of a Student Teacher Assignment shall be exclusive prerogative of the principal, exercised only after consultation with the cooperating unit member

2. Unit members shall be involved with the administration and the university in establishing those policies and procedures affecting students and cooperating unit members in the following areas:

   a. Activities, services, and compensation.

   b. Roles and responsibilities.

   c. Provisions for solving problems and the coordination of ongoing activities.

   d. Means for revisions to meet changing needs and conditions.

   e. Professional development programs for persons involved in the preparation of unit members.

M. Field Trips

Educational Field Trips - absence with pay will be allowed by the Superintendent for worthwhile educational experiences for trips involving school business. Advance approval will be required for all field trips. The Superintendent's advance approval will be required for all overnight trips.

Unit members accompanying students on field trips or while acting in their normal capacity will not be considered absent.

N. Physical Examinations

Whenever the Superintendent requires that a unit member have a physical or mental examination, other than the initial employment examination or any other annual examination required by statutory law, the school system shall assume the cost of this examination. All health examinations required of unit members shall be made by the unit member's physician. The Board may require a second examination by a physician of its own choice.

O. Summer School

In selecting summer school staff, the following criteria shall be considered in order as listed:

1. Evaluation of performance in teaching summer school and/or regular classroom performance for those who have not taught summer school.

2. Summer school seniority in the system.

3. Seniority within the subject matter in the system.

4. Overall seniority in the system.

5. Overall seniority in teaching.

P. Substitute Teachers

1. The Lancaster City Board of Education believes that substitute teachers serve an important function in any school system.

2. Teachers may be employed as substitutes for terms not to exceed one (1) year for assignment to take the place of regular unit members who are absent because of illness, on leave of absence, or to fill temporary positions created by such emergencies. The employment rights of such long-term substitute teachers are governed by Article II, (B) of this Agreement. A substitute teacher may also be employed on a casual or day-to-day basis.

3. The use of non-licensed persons or substitute teachers in the absence of regular unit members, irrespective of whether such uncertified teachers are paid for their services, is prohibited.

4. A certified copy of a substitute teacher's certificate must be on file with the Office of Human Resources.

5. Short-term substitute teachers shall be paid in accordance with the pay scale for substitute teachers adopted by the Board of Education.

Q. Providing Substitute Teachers

1. A substitute shall be provided for a unit member absent for a full day of scheduled work, or for an anticipated absence of one-half (1/2) day or more.

2. No unit member shall be required to take another unit member's class during his/her conference period.

3. A unit member anticipating an absence of longer than five (5) consecutive days must contact the Human Resource office to schedule a meeting to discuss specific details associated with his/her absence. Items to discuss include, but would not be limited to: FMLA, substitute coverage, insurance implications, and available leave balances. A member may bring an Association representative with him/her to this meeting.

R. Access to Worksite

Unit members shall have access to their respective worksites during hours that school is not in session, including the unit member's assigned classroom, designated work areas, computer, copy machines, and telephone. Unit members working in their buildings after hours shall assume responsibility for securing these areas and for locking the building upon leaving.

If they so request, unit members shall be assigned keys to accommodate access. In such cases, unit members are responsible for ensuring that keys are not lost, stolen, lent, or duplicated. Administrative guidelines shall govern the distribution of and accountability for keys and access to buildings. Repeated breaches of security by a unit member may result in his/her loss of access.

S. Safety in the Workplace

1. The safety of staff, students, parents, and the general public shall be a primary objective of the Lancaster Board of Education.

2. Teachers and other appropriate staff will be informed of a student's past and/or current physically violent behavior to the extent permissible by law and to the extent known by the Board, at least one business day before the student will be supervised or taught by the teacher or other staff. The District shall provide a teacher a copy of a student’s behavior plan, if in the District’s possession, at least one day before the student will be supervised or taught by the teacher.

3. Safety concerns should be communicated through the Administrative-Association Liaison Committee.

4. Assaults and threats of physical violence on staff members will not be tolerated. Staff members who are assaulted or threatened with physical violence shall immediately report the assault or threat to the building administrator for appropriate

action in accordance with Board Policy and/or the Serious Misconduct Code. In cases where the student is the assailant, that student shall not be returned to the classroom until after an investigation and hearing and not on the same day as the assault.

5. The Board shall provide emergency communication devices suitable for summoning help for members who work with high-risk categories of students, and, in particular, for ED and MD teachers; with at least one portable communication device per building.

T. Children of Members Attending Lancaster Schools

The children of members living in non-contiguous school districts may attend Lancaster City Schools tuition-free, pursuant to ORC 3313.64(F)(8).

U. School Design

Input from the Association will be solicited, in conjunction with the Architect, during the design process for construction of a new building or an addition to an existing building.

ARTICLE XII – COMPENSATION

Salary Increase 2025-2026: 4% on base salary

Salary Increase 2026-2027: 3% on base salary

Salary Increase 2027-2028: 3% on base salary

A teacher holding a Doctorate degree shall be paid a yearly stipend of one thousand dollars ($1,000). Doctorate degrees to which this provision applies shall be an Ed.D. or Ph.D. in Education, a Ph.D. in the teacher's field of certification/licensure, or a Ph.D. in a field clearly related to the teacher's field of certification/licensure. Teachers earning a doctorate degree during the year shall receive a prorated stipend.

Salary Schedule Index

Step	BA	BA + 15	150 HRS	MA	MA + 15	MA + 30	MA + 45
0	1.040	1.060	1.080	1.100	1.111	1.120	1.131
1	1.072	1.098	1.125	1.152	1.163	1.180	1.191
2	1.104	1.136	1.170	1.204	1.215	1.240	1.251
3	1.136	1.174	1.215	1.256	1.267	1.300	1.311
4	1.168	1.212	1.260	1.308	1.319	1.360	1.371
5	1.210	1.260	1.315	1.370	1.381	1.430	1.441
6	1.252	1.308	1.370	1.432	1.443	1.500	1.511
7	1.294	1.356	1.425	1.494	1.505	1.570	1.581
8	1.336	1.404	1.480	1.556	1.567	1.640	1.651
9	1.378	1.452	1.535	1.618	1.629	1.710	1.721
10	1.420	1.500	1.590	1.680	1.691	1.780	1.791
11	1.462	1.548	1.645	1.742	1.753	1.850	1.861
12	1.504	1.596	1.700	1.804	1.815	1.920	1.931
13/14	1.546	1.644	1.755	1.866	1.877	1.990	2.001
15/16	1.588	1.692	1.810	1.928	1.939	2.060	2.071
17/19	1.609	1.716	1.838	1.959	1.970	2.095	2.106
20/21	1.630	1.740	1.865	1.990	2.001	2.130	2.141
22/24	1.651	1.764	1.893	2.021	2.032	2.165	2.176
25/26	1.672	1.788	1.920	2.052	2.063	2.200	2.211
27/28	1.693	1.812	1.948	2.083	2.094	2.235	2.246
29	1.714	1.836	1.975	2.114	2.125	2.270	2.281

SALARY SCHEDULE FOR 2025-2026

47,067 Base

	BA	BA + 15	150 HRS	MA	MA + 15	MA + 30	MA + 45
0	48,950	49,891	50,832	51,774	52,291	52,715	53,233
1	50,456	51,680	52,950	54,221	54,739	55,539	56,057
2	51,962	53,468	55,068	56,669	57,186	58,363	58,881
3	53,468	55,257	57,186	59,116	59,634	61,187	61,705
4	54,974	57,045	59,304	61,564	62,081	64,011	64,529
5	56,951	59,304	61,893	64,482	65,000	67,306	67,824
6	58,928	61,564	64,482	67,400	67,918	70,601	71,118
7	60,905	63,823	67,070	70,318	70,836	73,895	74,413
8	62,882	66,082	69,659	73,236	73,754	77,190	77,708
9	64,858	68,341	72,248	76,154	76,672	80,485	81,002
10	66,835	70,601	74,837	79,073	79,590	83,779	84,297
11	68,812	72,860	77,425	81,991	82,508	87,074	87,592
12	70,789	75,119	80,014	84,909	85,427	90,369	90,886
13	72,766	77,378	82,603	87,827	88,345	93,663	94,181
14	72,766	77,378	82,603	87,827	88,345	93,663	94,181
15	74,742	79,637	85,191	90,745	91,263	96,958	97,476
16	74,742	79,637	85,191	90,745	91,263	96,958	97,476
17	75,731	80,767	86,509	92,204	92,722	98,605	99,123
18	75,731	80,767	86,509	92,204	92,722	98,605	99,123
19	75,731	80,767	86,509	92,204	92,722	98,605	99,123
20	76,719	81,897	87,780	93,663	94,181	100,253	100,770
22	77,708	83,026	89,098	95,122	95,640	101,900	102,418
25	78,696	84,156	90,369	96,581	97,099	103,547	104,065
27	79,684	85,285	91,687	98,041	98,558	105,195	105,712
29	80,673	86,415	92,957	99,500	100,017	106,842	107,360

SALARY SCHEDULE FOR 2026-2027

48,479 Base

	BA	BA + 15	150 HRS	MA	MA + 15	MA + 30	MA + 45
0	50,418	51,388	52,357	53,327	53,860	54,296	54,830
1	51,969	53,230	54,539	55,848	56,381	57,205	57,738
2	53,521	55,072	56,720	58,369	58,902	60,114	60,647
3	55,072	56,914	58,902	60,890	61,423	63,023	63,556
4	56,623	58,757	61,084	63,411	63,944	65,931	66,465
5	58,660	61,084	63,750	66,416	66,949	69,325	69,858
6	60,696	63,411	66,416	69,422	69,955	72,719	73,252
7	62,732	65,738	69,083	72,428	72,961	76,112	76,645
8	64,768	68,065	71,749	75,433	75,967	79,506	80,039
9	66,804	70,392	74,415	78,439	78,972	82,899	83,432
10	68,840	72,719	77,082	81,445	81,978	86,293	86,826
11	70,876	75,045	79,748	84,450	84,984	89,686	90,219
12	72,912	77,372	82,414	87,456	87,989	93,080	93,613
13	74,949	79,699	85,081	90,462	90,995	96,473	97,006
14	74,949	79,699	85,081	90,462	90,995	96,473	97,006
15	76,985	82,026	87,747	93,468	94,001	99,867	100,400
16	76,985	82,026	87,747	93,468	94,001	99,867	100,400
17	78,003	83,190	89,104	94,970	95,504	101,564	102,097
18	78,003	83,190	89,104	94,970	95,504	101,564	102,097
19	78,003	83,190	89,104	94,970	95,504	101,564	102,097
20	79,021	84,353	90,413	96,473	97,006	103,260	103,794
22	80,039	85,517	91,771	97,976	98,509	104,957	105,490
25	81,057	86,680	93,080	99,479	100,012	106,654	107,187
27	82,075	87,844	94,437	100,982	101,515	108,351	108,884
29	83,093	89,007	95,746	102,485	103,018	110,047	110,581

SALARY SCHEDULE FOR 2027-2028

49,933 Base

	BA	BA + 15	150 HRS	MA	MA + 15	MA + 30	MA + 45
0	51,930	52,929	53,928	54,926	55,476	55,925	56,474
1	53,528	54,826	56,175	57,523	58,072	58,921	59,470
2	55,126	56,724	58,422	60,119	60,669	61,917	62,466
3	56,724	58,621	60,669	62,716	63,265	64,913	65,462
4	58,322	60,519	62,916	65,312	65,862	67,909	68,458
5	60,419	62,916	65,662	68,408	68,957	71,404	71,953
6	62,516	65,312	68,408	71,504	72,053	74,900	75,449
7	64,613	67,709	71,155	74,600	75,149	78,395	78,944
8	66,710	70,106	73,901	77,696	78,245	81,890	82,439
9	68,808	72,503	76,647	80,792	81,341	85,385	85,935
10	70,905	74,900	79,393	83,887	84,437	88,881	89,430
11	73,002	77,296	82,140	86,983	87,533	92,376	92,925
12	75,099	79,693	84,886	90,079	90,628	95,871	96,421
13	77,196	82,090	87,632	93,175	93,724	99,367	99,916
14	77,196	82,090	87,632	93,175	93,724	99,367	99,916
15	79,294	84,487	90,379	96,271	96,820	102,862	103,411
16	79,294	84,487	90,379	96,271	96,820	102,862	103,411
17	80,342	85,685	91,777	97,819	98,368	104,610	105,159
18	80,342	85,685	91,777	97,819	98,368	104,610	105,159
19	80,342	85,685	91,777	97,819	98,368	104,610	105,159
20	81,391	86,883	93,125	99,367	99,916	106,357	106,907
22	82,439	88,082	94,523	100,915	101,464	108,105	108,654
25	83,488	89,280	95,871	102,463	103,012	109,853	110,402
27	84,537	90,479	97,269	104,010	104,560	111,600	112,150
29	85,585	91,677	98,618	105,558	106,108	113,348	113,897

Hours on this schedule represent semester hours: 15 Sem. Hrs. = 22.5 Qtr. Hrs.; 150 Sem. Hrs. = 225 Qtr. Hrs.; 30 Sem. Hrs. = 45 Qtr. Hrs.

Semester hours earned beyond the MA shall be graduate level hours of credit in order to qualify for advancement on the salary schedule.

At any time during the school year, a unit member shall advance to a higher salary step by submitting an official transcript to the Director of Human Resources. The effective date of the salary increase shall be the next working day after the last day of the school term in which the credit(s) or degree was earned. If transcripts are submitted after June 1, salary advancements shall be effective with the beginning of the next school year.

A unit member will advance to the next step on the salary schedule immediately upon completion of an additional year of service even if the anniversary date falls during the school year. After the third year of service (including the partial year), a unit member will advance to an experience level on the salary index as though they had been here three (3) full years.

If the Lancaster Support Staff, during bargaining in the second year of this contract, gains a greater across-the-board percentage wage increase on the base salary than the Lancaster Education Association bargained for the 2024-2025 school year, the LEA shall receive the same increase on the base for that school year as LSSA. Across-the-Board Increase means the same wage or salary increase (in money or percentage terms) to all employees covered under the collective bargaining agreement.

In addition, if LSSA receives any other across-the-board financial increases, incentives, or stipends such as attendance bonuses or insurance premium holidays the LEA shall receive the same increases or incentives. This “me too” clause shall not cover financial increases, incentives or stipends that are specific to a classification in the LSSA (e.g., increases in shift differentials).

Co-Curricular Supplemental Contracts

	Experience Year		
Theater	0 - 2nd	3rd - 5th	6th +
Director of Theater (Fall Play, Musical) – One Contract	.14	.17	.21
Set and Technical Director (Fall Play, Musical) – One Contract	.10	.14	.18
Theater Producer (Fall Play, Musical) – One Contract	.10	.12	.14
Technical Director	.10	.14	.18
Music Director – Musical	.05	.07	.09
Orchestral Music Director – Musical	.04	.05	.06
Drama Club	.03	.05	.07
Choreographer – Musical	.04	.05	.06
Music			
Director of Bands	.14	.17	.21
Assistant Band Director	.10	.12	.14
Percussion Ensemble	.06	.08	.10
Marching Band Specialist	.06	.08	.10
Auxiliary Corps – Marching Band	.05	.06	.07
Pep Band	.05	.06	.07
Director of Choral Music	.10	.12	.14
Student Leadership			
Class Advisor (9, 10, 11, 12 – one per grade)	.03	.05	.07
Student Council – High School	.03	.05	.07
Varsity L	.03	.05	.07
SkillsUSA	.03	.05	.07
National Honor Society	.03	.05	.07
National Art Honor Society	.03	.05	.07

Future Farmers of America (FFA)	.03	.05	.07
Health Occupations Students of America (HOSA)	.03	.05	.07
Distributive Education Clubs of America (DECA)	.03	.05	.07
Academic Competition			
In the Know	.05	.07	.09
Science Olympiad (High School and Junior High)	.05	.07	.09
Power of the Pen	.05	.07	.09
Co-Curriculars			
High School Yearbook	.14	.15	.16
High School Journalism (Quill and Scroll)	.05	.07	.09
Robotics Club	.05	.07	.09
Department Coordinators (Language Arts, Science, Math, Social Studies, Career-Tech/Business, District Health/P.E., Guidance, District Art, District Music, Foreign Language), Elementary Grade-Level (Title I Math, Title I Reading), Elementary Special Education, Secondary Special Education	.07	.08	.09
Online Learning Coordinator	.07	.08	.09
Family Student Support Coordinator	.07	.08	.09
Department Coordinator (Special Education) Junior High (2 contracts)	.07	.08	.09
Interact Club (HS) and Key Club (HS)	.05	.07	.09
Esports	.05	.07	.09
Latin Club, French Club, Spanish Club	.03	.04	.05
Family/Consumer Science Club, Book Club	.03	.04	.05
Ecology Club	.03	.04	.05

Academic and Enrichment Grants

Academic and enrichment grants shall be offered in the following categories: Four (4) after-school enrichment grants open to elementary and junior high.

Two (2) grants for Science Olympiad open to secondary schools.

Two (2) Power of the Pen grants open to secondary schools.

Each grant will be funded up to $1000. Applicants shall submit a plan and budget to the Staff Development Committee, which will select and approve grants. Budgets may include supplies, materials, compensation for advisors, and other related expenses.

Athletic Supplemental Contracts

	Experience Year		
	0-2	3-5	6 or more
Level 1	.16	.21	.25
High School Boys Head Baseball Coach High School Boys Head Basketball Coach High School Boys Head Football Coach High School Girls Head Basketball Coach High School Girls Head Softball Coach High School Girls Head Volleyball Coach			
Level II	.15	.18	.20
High School Boys Head Golf Coach High School Girls Head Golf Coach High School Boys Head Cross Country Coach High School Boys Head Soccer Coach High School Boys Head Tennis Coach High School Boys Head Track Coach High School Boys Head Wrestling Coach High School Boys/Girls Head Swim Coach High School Girls Head Cross Country Coach High School Girls Head Field Hockey Coach High School Girls Head Soccer Coach High School Girls Head Tennis Coach High School Girls Head Track Coach			
Level III	.12	.14	.16
High School Boys Assistant Baseball Coach High School Boys Assistant Basketball Coach High School Boys Assistant Cross Country Coach High School Boys Assistant Football Coach High School Boys Assistant Soccer Coach High School Boys Assistant Tennis Coach High School Boys Assistant Track Coach High School Boys Assistant Wrestling Coach High School Boys/Girls Assistant Swim Coach			

		High School Girls Assistant Experience Year		
		0-2	3-5	6 or more
Level III (Continued)	High School Girls Assistant Basketball Coach High School Girls Assistant Cross Country Coach High School Girls Assistant Field Hockey Coach High School Girls Assistant Soccer Coach Softball Coach	.12	.14	.16
Level IV	High School Girls Assistant Tennis Coach High School Girls Assistant Track Coach High School Girls Assistant Volleyball Coach Varsity Basketball Head Cheer Coach Varsity Football Head Cheer Coach Varsity Bowling JV	.11	.13	.14
Level V	JV Boys Baseball Coach JV Boys Basketball Coach JV Boys Football Coach JV Boys Golf Coach JV Boys Soccer Coach JV Boys Tennis Coach JV Boys Wrestling Coach JV Girls Cheer Coach JV Girls Basketball Coach JV Girls Field Hockey Coach JV Girls Golf Coach JV Girls Soccer Coach JV Girls Softball Coach JV Girls Tennis Coach JV Girls Volleyball Coach Freshman	.08	.10	.12
	Freshman Boys Baseball Coach Freshman Boys Basketball Coach Freshman Boys Football Coach Freshman Boys Wrestling Coach Freshman Girls Basketball Coach			

Freshman Girls Softball Coach
Freshman Girls Volleyball Coach
Freshman Football Cheer Coach
Freshman Basketball Cheer Coach

		Experience Year		
		0-2	3-5	6 or more
Level VI	Junior High	.07	.09	.11
Junior High Boys Basketball Coach Junior High Boys Football Coach Junior High Boys Baseball Junior High Boys Wrestling Junior High Boys/Girls Cross Country Coach Junior High Boys/Girls Track Coach Junior High Girls Basketball Coach Junior High Girls Volleyball Coach Junior High Girls Softball				
Level VII		.06	.08	.10
Developmental Golf Boys/Girls Developmental Tennis Boys/Girls Football Equipment Manager Jr. High Basketball Cheer Coach Jr. High Football Cheer Coach Weight Room Supervisor (one per season, plus summer) (Weight Room open to all athletes)				
Level VIII		.20	.20	.20
Athletic Trainer				
Level IX		.10	.10	.10

Faculty Athletic Manager – Junior High (G.S and T.E.)

Level X	.07	.09	.11

Special Olympics Coach
(Continued)

ARTICLE XII - COMPENSATION

A. Supplemental Contracts Committee

1. A Supplemental Contracts Committee shall have three (3) representatives appointed by the Association President or designee and three (3) representatives appointed by the Superintendent. Committee decisions shall be made by consensus.

2. The Committee shall evaluate and make recommendations regarding continuation or modification of existing supplemental contracts, job descriptions, the need for new supplemental contracts (positions) and job descriptions, and/or the deletion of supplemental contracts (positions).

    a. Bargaining unit members and any administrator may attend Committee meetings to present information to the Committee for consideration regarding current or proposed supplements, including but not limited to compensation.

    b. The Committee, or the Association members of the Committee, may require the bargaining unit members to use a pilot form as a reference for the Committee's consideration.

3. The Committee shall review and make recommendations regarding fair and equitable compensation of supplemental contract positions, including the placement of positions on the supplemental group list.

4. The Committee shall also develop and recommend supplemental contract performance evaluations and procedures.

5. The Committee shall have no authority to alter or change the provisions of this Agreement. Rather, recommendations of the Committee will be subject to ratification by the Association and approval by the Board.

6. The Committee shall meet at least semi-annually, in the fall and spring to consider bargaining unit member's and any administrator's proposals. Additional meetings may be scheduled as determined by the Committee.

B. Pay Periods

1. The contractual year shall be divided into twenty-four (24) equal pay periods. Pay days shall fall on the 10th and 25th of each month.

2. Payroll deductions shall be figured to create as nearly equal net amounts for each pay period as possible.

3. If a scheduled payday falls on a weekend or holiday, pay will be distributed the weekday immediately prior to that weekend or holiday.

4. All bargaining unit members shall enroll for direct deposit.

C. Regulations for Payment of Supplemental Contracts

Supplemental contracts will be paid according to the following:

1. Supplemental contracts involving responsibilities throughout the school year shall be paid incrementally in the regular pays throughout the school year.

2. Supplementals involving limited time periods within the school year will be paid throughout that period in regular pays.

3. Responsibilities may include inventories, evaluations of coaching staffs, and other reports required by either the building principal or athletic director.

4. Coaches will receive one-third (1/3) of the stipend in the regular pay as follows:

Fall Season Coaches - 2nd pay in September, October and November.

Winter Season Coaches - 2nd pay in December, January, February.

Spring Season Coaches - 2nd pay in March, April, May

OR

A coach may choose to receive one lump sum in a direct deposit on the last pay of November (fall season), February (winter season) or May (spring season).

5. Payment for supplemental contracts of limited time periods will be with a separate check.

D. Insurance

1. The Board shall purchase hospitalization, surgical, major medical, dental, and life insurance from a carrier licensed to sell insurance in Ohio. Such insurance shall include a prescription drug benefit plan.

2. Major medical insurance premiums shall be split on an 80%/20% basis (District/employee). Coverage shall include the following plan(s) as attached in Appendix D.

3. New employees hired on or after January 1, 2025 will not be permitted to select the Current LCS PPO plan and shall select between the New Optional PPO and the Bronze Plan.

4. Once any current employee opts for the New Optional PPO or Bronze Plan Option, they cannot go back to the Current LCS PPO.

Other Options

Other options may be added upon recommendation of the Insurance Committee, with the approval of the Board of Education and the LEA Membership. These options may have additional or different restrictions, benefits, or contributions.

Vision Insurance

The Insurance Committee will compare various vision insurance plans and select a group plan which allows interested members to elect coverage for a monthly cost, entirely borne by the employee. Such plans often require that a certain number of employees participate. If such a level is met, the plan will go into effect as soon as practically possible.

Dental Insurance

Benefits must be equivalent to or better than Oasis Trust Plan 16X (as of 11/90). The Insurance Committee is authorized to make improvements in the plan.

Life Insurance

Fifty-thousand dollars ($50,000) of basic term Life Insurance per eligible staff member, including Accidental Death and Dismemberment (in accordance to plan document guidelines), with an option for the bargaining unit member to purchase at his/her own expense, through payroll deduction up to an additional $150,000 guaranteed issue Term Life and Accidental Death and Dismemberment or more if allowed by provider. The increase in amounts on Life Insurance shall be effective the first of the month following sixty (60) days after both Association and Board ratification of this contract. Bargaining unit members may continue in the program after retirement by paying the required premium as allowed by the provider.

3. Contribution to Health Insurance

Unit members working on a part-time or hourly basis are entitled to all benefits and provisions under this Negotiated Agreement.

4. Part-time or hourly unit members electing to receive a fringe benefit shall pay major medical insurance premiums on an 80%20% basis (District/employee). Any unit member married to another employee shall be entitled to elect single policy coverage, as long as his/her spouse also elects single coverage. Married employees

not electing the above coverage shall be entitled to only one (1) family policy covering the family unit and shall pay only one premium.

Any full-time unit member may decline to participate in the health insurance plan providing s/he shows evidence of other coverage. If other coverage is lost through circumstances such as divorce or spouse's loss of job or death, such an employee will have 30 days to enroll/re-enroll into the LCS plan.

5. Any employee who is required to pay a portion of an insurance plan must do so through payroll deductions. Deductions shall be made for Board-approved insurance plans only.

6. Any policy of health insurance implemented after the effective date of this agreement may be bid with a specification that such policy not exclude coverage for pre-existing conditions.

   Bargaining unit members must enroll within 30 days of employment. If the bargaining unit member fails to enroll during that time period, they must wait until the next open enrollment period which will occur beginning the 2nd Thursday in October and shall conclude on the last workday prior to the Thanksgiving Holiday ~~during the month of November~~ each year with an effective date of January 1. (This does not include new enrollees due to a change in marital or dependent status, or involuntary loss of insurance through another person.)

7. The Board will determine and may change the insurance carrier or third party administrator, if any, from time to time provided that any such change will not result in a reduction of insurance benefits required under this agreement. A joint Insurance Committee shall meet regularly to review the status of the insurance program, educate members on the status, recommend improvements or adjustments, and recommend any change in carrier or coverage. The committee shall be composed of five (5) persons appointed by the Association president and five (5) persons appointed by the Superintendent. In the case of any change in coverage which reduces the benefits, the approval of the Association is required. Insurance coverage must be from a carrier licensed to sell insurance in Ohio or a Board approved plan of self-insurance.

8. Section 125 Plan will be offered to members who can elect to participate in a tax deferral of healthcare benefits as well as medical or dependent care account. Members must meet with a representative to be in compliance with the IRS Regulations. This meeting may be held virtually or in person, at the election of the member. Even if the member does not participate in the health insurance, they can participate in medical or dependent spending if allowed by law. If a member does not participate in the medical insurance offered by the District, a waiver form must be completed during any open enrollment or re-enrollment period.

9. Beginning in the 2022 – 2023 school year, if the insurance premium increases more than five percent (5%) for the following year, the Insurance Committee shall meet and determine what plan design changes to make, if any, to bring the insurance increase below five percent (5%). The Insurance Committee may develop options or recommendations on plan design changes, higher contribution rates or combination of both, etc. The committee may submit recommendations for changes

in the insurance plan to the Board and Association. However, no such changes shall become effective until approved by the Board, the Association and Lancaster Support Staff Association.

10. The Board will determine and may change the vendor for the Prescription Drug Benefit plan from time to time, provided that any such change will not result in a cost sharing for prescription drugs greater than current cost sharing under Insurer's Prescription Benefit Plan (Appendix D).

E. Tutors

Tutors will be paid at the summer school hourly rate.

F. Summer School and Curriculum Work

Hourly Rate: $34.00

G. Local Professional Development Committee and Professional Development Program

The Board of Education and the Lancaster Education Association are mutually committed to Lancaster City Schools' mission to create life-long learners who seek continuous improvement, and share a strong and long term commitment to the training and development of staff through the Professional Development Program.

The Human Resource office shall be responsible for reviewing and approving university course work, continuing education units (CEU), and other appropriate staff development activities. The LPDC serves as an appeals committee for university course work, continuing education units, and other appropriate staff development activities that are denied by the Director of Human Resources.

The LPDC will continue to approve professional growth plans (IPDP).

There shall be at least five members of the committee, and a majority of the committee must be practicing teachers. The Association shall select the teacher members of the committee, and the Board shall select other members. The committee chair shall be selected by consensus or by majority vote. Terms shall be for two (2) years, although this may be modified initially to one (1) year to provide for staggering the terms of office to provide continuity.

The LPDC shall establish the structure and operation of the committee as set forth under the provisions of Senate Bill 230, as enacted. The committee shall establish written rules for staggering terms, reaching decisions, having a quorum, and offering an appeal procedure.

No later than September 10th of each year, the LPDC shall post its meeting dates and procedures in each building.

LPDC members shall be afforded the opportunity to attend training on the LPDC, either through released time or curriculum pay, with mileage and meal expenses paid at the same rate as is established for professional meetings.

LPDC members will be compensated for meetings at the curriculum rate, or have released time.

1. Tuition Reimbursement for College Credit

    a. Dollar Amounts. The amount to be appropriated for bargaining unit members in the Lancaster City Schools budget for tuition reimbursement shall be $120,000 per year from Fall through Summer of each year.

    Funds will be allocated in the following manner:

    Term 1 (July 1 – October 31) - Forty-thousand dollars ($40,000);

    Term 2 (November 1 – February 28/29) – Forty-thousand dollars ($40,000);

    Term 3 (March 1 – June 30) – Forty-thousand dollars ($40,000).

    Money not expended in Term 1 or Term 2 will be added to the sum available for the following term. Funds not expended at the end of Term 3 shall not be added to Term 1 of the following year.

    b. Tuition reimbursement shall be determined in the following manner:

    If the total cost of completed course submitted does not exceed the amount available for the current term, reimbursement shall be made in the full amount up to the yearly limit of two-thousand ($2,000) per employee.

    If the total cost of completed courses submitted exceeds the amount available for the current term, reimbursement will be made by dividing the number of hours by the available amount to determine reimbursement amount. No further adjustments will be made to this amount.

    No person will receive a higher reimbursement for coursework than was paid for that coursework. All applicants who are taking eligible courses and

who have met the time deadline will be included in the reimbursement process.

c. A maximum amount of two-thousand ($2,000.00) in any given year for graduate credit tuition reimbursement is allowed for each bargaining unit member. A maximum amount of one-thousand ($1,000.00) per year for undergraduate credit is allowed for each bargaining unit member.

d. The following dates will determine the term for which the reimbursement will be considered:

Term 1 (July 1 – October 31), Term 2 (November 1 – February 28/29), Term 3 (March 1 – June 30). All grade slips turned in within two weeks after the end of each term will be considered part of the previous term.

Tuition Reimbursement forms must be completed and approved no later than two weeks after the start of the class.

e. Application for tuition reimbursement shall be made on the form shown in Appendix E. The course considered must be directly related to the improvement of the applicant's present assignment, or be needed to upgrade or renew applicant's current teaching certificate/license, or apply toward an additional certificate/license in the education field. Courses shall be subject to LPDC approval. The form in Appendix E may be changed by mutual agreement of the LEA-Administration Liaison Committee.

f. A bargaining unit member may also request tuition reimbursement for continuing education units needed for renewing a current certificate/license. CEU approval and reimbursement will be subject to LPDC approval.

g. The Director of Human Resources will provide approval for coursework with the LPDC used for appeals of any denial.

h. Course changes, after the approval, must be transmitted to the office of the Superintendent or Designee within five (5) school days after the start of the term for which approval has been granted. The LPDC shall approve and evaluate course changes.

i. Applicants have the right to appeal the action taken by the Director of Human Resources. Notification of the intent to appeal must be made in writing to the office of the Superintendent or Designee no later than five (5) school days following the receipt of the Director of Human Resources action. The applicant will be invited to appear personally before the committee to register his/her formal appeal.

j. After the appeal has been completed, the decision of the Committee shall be final.

k. To receive supplemental compensation, the applicant must submit one (1) copy of an official college/university transcript, grade slip, or proof of Continuing Education Unit, including fees paid, showing the courses which had been approved were successfully completed. The copy of the original application form which is so designated must be completed and returned with the proof.

l. Payments shall be made in a lump sum within forty-five (45) days of the end of each term.

m. Once tuition reimbursement has been calculated and distributed for term three, any of the $120,000 remaining shall be distributed to the members who did not receive full reimbursement and who continue to be employed by the District at the time of distribution. The District shall calculate the tuition reimbursement by calculating the total unused funds from that year divided by the number of eligible certified/licensed personnel, provided the individuals will not be reimbursed more than the amount they paid in tuition in terms one through three. Should the amount calculated for individuals under the formula exceed the amount a member paid in tuition in terms one through three, that individual member shall only be reimbursed the amount paid by him/her, with the difference being placed back into the amount available for all members and redistributed under the formula.

n. Prior to the Treasurer dispending funds, the District shall provide the Association President with the list of employees and the amounts they are to receive. Remaining funds from a school year shall be disbursed with the term one tuition payment the following school year.

2. Bargaining unit members who attend approved professional meetings or District-sponsored training sessions during the school day will not have those days counted against them on school board attendance policies.

3. CEU Credit

Ohio Department of Education Continuing Education Units will be offered at all possible times for District sponsored workshops, classes, speakers and training sessions, regardless of whether these sessions take place during or outside the regular school day. This provision is in place so long as CEUs can be used for certification or licensure, and continues if CEUs become a responsibility of the LPDC rather than the Ohio Department of Education. Bargaining unit members may be charged up to one dollar ($1.00) for filing a CEU application.

4. Local Professional Development Committee

Compensation may be offered for classes, workshops, speakers, seminars, or training sessions which are designated by, the Local Professional Development

Committee, as important to the goals of the District, and which are offered outside the regular school day. Compensation will be subject to STRS withholding.

Reimbursement for these sessions will be at the same rate as that paid for summer school work or curriculum work.

Reimbursement is contingent upon the bargaining unit member returning his/her LABS Unit Certificate to the Treasurer's Office by a date specified on the certificate and payment will be made within one (1) month of the specified date. The LPDC shall establish the amount and procedures for compensation.

The committee will consist of appointees by the Superintendent and the LEA President. They shall mutually agree to the number of people on the committee and the scope of their responsibility.

H. Severance Pay

Unit members, at the time of retirement, shall receive a severance amount calculated from the certified unused sick leave and daily rate of pay at the time of retirement by a formula hereinafter described.

1. Retirement relates to those employees who have indicated intent to retire and for which the Board has received an application for processing from a retirement system for retirement.

2. All accumulated, unused sick leave, whether credited by transfer from another governmental agency, department, or political subdivision, and that earned and unused while in the employ of the employing unit, must be used in the computation of the payment of accumulated sick leave pursuant to Section 124.39 of the Ohio Revised Code.

3. Bargaining unit members retiring during the first (1st) year in which the member becomes eligible for unreduced benefit retirement, according to the associated retirement systems (STRS, OPERS, and/or SERS) requirements will be paid severance pay up to one-third (1/3) of accumulated and unused sick leave to a maximum of one-hundred (100) days' pay hereafter, the "premium rate". (Note: in order to receive the maximum of one-hundred (100) days severance, the member must have three-hundred (300) days of accumulated and unused sick leave.)

4. Bargaining unit members retiring at any other time will be paid severance pay on the basis of one-third (1/3) of accumulated sick leave to a maximum of sixty-five (65) days. (Note: In order to receive the maximum of sixty-five (65) days of severance, the member must have one-hundred ninety five (195) days of accumulated and unused sick leave.)

5. A bargaining unit member must give notice of intention to retire five months prior to the effective date of retirement. The Superintendent has the discretion to waive

the five (5) month notice requirement if, in his judgment, the circumstances so warrant. The Superintendent's discretion and judgment regarding whether to waive the notice may not be challenged by filing a grievance or by any other means.

6. The payment of said benefit shall be made at the first scheduled payroll date following Board approval of the amount or, upon written request of the employee, at the first scheduled payroll date falling within the next calendar year. In no case may this payment be delayed longer than a seven (7) month period.

7. E.R.I.P. An early retirement incentive plan may be adopted by the Lancaster Board of Education as provided by O.R.C. 3307.35.

I. Mileage Reimbursement

1. Unit members will be reimbursed for mileage necessary for the performance of assigned duties and/or responsibilities at the rate set each year by the Internal Revenue Service. The rate will be determined as of January 1 and will remain in effect through December 31 of each year. This includes, but is not limited to, nurses, athletic faculty manager, special education teachers, instrumental music teachers, teachers assigned to more than one building, athletic trainers, and speech and hearing specialists.

2. Mileage outside the city limits of Lancaster must receive the prior approval of the responsible superior. Mileage reimbursement must be requested on Form F-2 within the month following the trip. A copy of the mileage reimbursement form will be included in the electronic teacher handbook.

J. Board Pick-Up of Member Contribution to STRS

1. The total annual salary and salary per pay period for each unit member shall be the salary otherwise payable under this agreement as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary, and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time-to-time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pick-up" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pick-up for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this contract as amended (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

2. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the pick-up. The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of pick-up. The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

3. The pick-up shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

4. The pick-up shall be included in the base salary for the purpose of determining supplemental duty salary.

5. The Board of Education shall not be liable, either monetarily, or otherwise, for the consequences of any adverse ruling by the Internal Revenue Service or a court of law holding the provision herein illegal or invalid.

6. The employee shall indemnify and hold the Board harmless from any liability which may accrue to the Board for any over deduction of STRS, annuity or any other tax sheltered payment made on behalf of the employee which may exceed the contribution limitations set forth by the Tax Reform Act of 1986 or any other federal or state legislation or IRS Code regulations.

ARTICLE XIII – DRUG-FREE WORKPLACE ACT COMPLIANCE

The Board of Education will implement such policies, notices, programs, and actions as may be required to comply with the Drug Free Workplace Act, including the taking of appropriate personnel action against any employee convicted of any criminal drug statute. Such action may include termination of contract. Convicted employees for whom termination of contract is not appropriate will be required to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by a Federal, State, or local health, law enforcement, or other appropriate agency. All policies and notices developed in compliance with the Act will be posted by the same protocol as other bargaining unit information.

ARTICLE XIV – PILOT PROGRAMS

Any programs that are mutually agreed to as "pilot programs" will be evaluated by a Committee appointed by the Superintendent and the LEA President. The committee will investigate the effectiveness of the program and submit their findings to the Executive Board of the Association and the Board at least three (3) months prior to the end of the school year.

ARTICLE XV – ACADEMIC DISTRESS COMMISSIONS

As required by ORC 3302.10 (P), the parties incorporate into this contract the provisions of ORC 3302.10 regarding the academic distress commissions. ORC 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the district. Should the district enter into academic distress, the intent of the parties is to emerge from academic distress with this agreement intact.

ARTICLE XVI – CIVIL SERVICE

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Civil Service laws and rules in all provisions addressed by this Agreement, even where civil service laws and rules are not specifically referenced.

ARTICLE XVII – DURATION

This negotiated agreement shall be effective from July 1, 2022 and shall continue in full force and effect until June 30, 2025, unless either the Lancaster Board of Education or the Lancaster Education Association in accordance with item one (1) of the Procedures for Conducting Negotiations, serves written notice on the other of its intent to either revise, modify or change this negotiated agreement.

LANCASTER EDUCATION ASSOCIATION

BY _____
Chief Negotiator/President

DATE 3/17/25

BY _____
Vice-President

DATE 3/17/25

BY _____
Vice-President

DATE 3/17/25

LANCASTER CITY SCHOOLS BOARD OF EDUCATION

BY _____
President

DATE _____

BY _____
Treasurer

DATE _____

BY _____
Superintendent

DATE _____

Appendix A

Lancaster Education Association
Grievance Report Form

STEP 1
Grievant: _____ Date _____
Job Site: _____ Administrator: _____
Date of Grievance: _____Statement of Grievance: _____
_____
_____
_____
_____ Signed: _____
Grievant or Association Representative

Administrator's Response (attach a copy of response to this form)

Date of response: _____ Signed: _____
Administrator

****

STEP 2 (If response to Step 1 is unsatisfactory)
Date submitted to Superintendent: _____ Signed: _____
Grievant or Association Representative

Date of meeting with Superintendent: _____
Agreement to Waive Meeting- Signed: _____ _____
Grievant Superintendent

Superintendent's Response (attach a copy of response to this form)
Date of response: _____ Signed: _____
Superintendent

****

STEP 3 (If response to step 2 is unsatisfactory) Grievance may go directly to Step 4.
Date submitted to Board: _____ Signed: _____
Grievant
Signed: _____
President/Grievance Chair

Board Response (attach a copy of response to this form)
Date of response: _____ Signed: _____
Board President

****

STEP 4 (If response at previous step is unsatisfactory)
Date submitted to Arbitration: _____ Signed: _____
Grievant
Signed: _____
President/Grievance Chair

Appendix B-1

OPTION 1 *Page 1*

LANCASTER CITY SCHOOLS **PROFESSIONAL DEVELOPMENT FORM**

_____School Year School _____ Grade or Subject _____ Teacher Name _____

COLUMN HEADINGS	MARKING	THE MEETS EXPECTATIONS LEVEL	THE COMMENTS SPACE
M=Meets expectations **W=Working toward expectations** **LP=Lacks progress toward expectations**	**A mark(x) may be placed in a sub heading column.**	**This level indicates performance in a conscientious and competent manner. The teacher is meeting the expectations of a trained professional person. A substantial majority of teachers may be expected to perform at this level.**	**Use numeral/letter designation to relate commentary to statements: e.g. lc, lld. Comments must accompany an evaluation of LP. Comments may be made for M and W as well. Attach additional pages if necessary.**

		M	W	LP
I.	**PLANNING THE LESSON**			
	Objectives are stated clearly and concisely			
	Objectives relate to the goals of the course of study			
	Materials listed are varied and appropriate			
	Activities are planned for individuals and groups			
	Instructional procedures are varied and appropriate			
	Procedures for evaluation of student learning are evident			
II.	**CONDUCTING THE LESSON**			
a.	A stimulating learning environment exists			
b.	The classroom materials are prepared for the day's activities			
c.	The purpose of the lesson is clear to the students			
d.	Communication is effective			
e.	Questioning techniques, elicits thought, discussion, understanding			
f.	Activities and tasks are varied and appropriate			
g.	Assignments are meaningful and reasonable			
h.	The teacher assists students during independent study			
i.	The teacher takes appropriate steps to keep students attentive, involved, participating			
j.	Student strengths and weaknesses are recognized and addressed			
III.	**STUDENT MANAGEMENT**			
a.	Direction is provided in the total school setting			
b.	Relationships with students are characterized by fairness, consistency, and mutual respect			
c.	Student management is effective.			
IV.	**PROFESSIONAL QUALITIES**			
	a. Grooming is neat and appropriate			
	b. Poise and self-control are maintained			
	c. Obligations are met on time			
d.	Initiative is exercised in most situations			
e.	# of days absent _____ (may comment in narrative if desired)			
V.	**PROFESSIONAL QUALITIES** a. Establishes goals			

b. Acceptable written and oral expression is used

c. Respect, acceptance and cooperation are shown

d. toward

colleaguesCommunication with parents is effective

e. Maintains good public relations

f. Responsibilities, beyond the classroom, are completed

g. Professional growth activities are in evidence

Participates in:

Send Original to Personnel **Provide a Copy for Employee and Principal**

P-Te-6 Rev. 5/07

OPTION 1 ***Page 2***

Dates and Times of Teacher Observations: _____ Date of Evaluation Conference: _____

Evaluator's Comments:

Teacher Comments:

Goals: (as a result of this evaluation)

_____ Evaluator's Signature Date: _____

_____ Teacher's Signature Date: _____

Teacher Signature indicates only that he/she is aware of the contents of this report.

Send Original to Personnel **Provide a Copy for Employee and Principal**

P-Te-6 Rev.5/07

OPTION II

Lancaster City Schools Professional Development Program - Teacher

Teacher _____ School_____

Grade/Subject _____ School Yr. _____ Yrs. Experience _____ Yrs. in present position _____

Type of Contract _____ Expiration Date _____ Number of goals (1, 2, or 3) ___ (attach a maximum of one additional page per goal) Goal # __ - Goals are to be formed collaboratively between teacher and principal Date of planning meeting_____

State goal:

Strategies/Activities to Progress Toward Goal	**Timeline (Accomplish By -____)**	**How Progress Will Be Documented**

Revisions if any (attach separate sheet if necessary):

Strategies/Activities	**Timeline**	**How Documented**	**Date of Rev.**	**Tchr. Initial**	**Eval. Initial**

Results and Future Plans – A collaborative summary (or if no mutual agreement, designate "Teacher and "Evaluator" sections.)

_____

_

Signature of Teacher **Date** **Signature of Evaluator** **Date**

P-Te-6a Rev.5/07

Send Original to Personnel **Provide a Copy for Employee and Principal**

Appendix B-2

LANCASTER CITY SCHOOLS

Educational Media Services

Teacher Development Program: Educational Media Specialist

Name: _____ **School:** _____

Grade Level: **K-5** **6-8** **9-12** **Date:** _____ **School Year:** _____

Years of Experience:_____ **Years of Experience in Present Assignment:** _____

APPRAISAL KEY

Column A = Self-Appraisal Column B = Evaluator's Appraisal

S = Satisfactory Performance

NI = Needs Improvement

U = Unsatisfactory Performance NA

= Not Applicable

I. PERSONAL AND PROFESSIONAL QUALITIES:	***Column A***	***Column B***
1. Exhibits professional growth through study, experimentation and participation in work and related activities.		
2. Exhibits concern for all students regardless of their cultural, intellectual or academic status.		
3. Is able to perform duties.		
4. Is well groomed and poised.		
5. Works well with immediate administrator.		
6. Used discretion and consideration in speaking of their school or colleagues and helps promote friendly intra-school relationships.		
7. Follows administrative regulations and board of education policies.		

II. ROLE OF THE MEDIA SPECIALIST:	***Column A***	***Column B***
1. Operation of the Media Center; a. Schedules use of the facility.		
b. Schedules use of equipment and materials.		
c. Provides skill instruction and inservice programming in the use of materials and		
d. equipment.Follows policies and procedures for circulation of media center and district materials.		
e. Materials are so arranged and catalogues that students and staff can obtain and use the resources at the time and in the manner that enables individual achievement of objectives.		
f. Selects materials and equipment by giving emphasis to the basic school objectives, the overall school program and individual student needs.		
g. Conducts evaluation of adequacy and suitability of the facility.		
h. Maintains inventory control of materials and equipment.		
i. Encourages and promotes media service, public and private, to students, teachers and parents.		

III. ROLE OF THE MEDIA SPECIALIST (Continued)		*Column A*	*Column B*
2. Relationship with building staff;	a. Schedules activities in the media center.		
	b. Assists in the production of materials for teachers and staff.		
	c. Assists individual teachers in curriculum planning.		
	d. Assists in selection of appropriate materials for resource units and curriculum guides.		
	and selecting materials.		
3. Relationship with students;			
	Guides references and research work of small and large groups.		
	Implements rules for conduct of students in the media center.		
	Assists students in locating and selecting materials.		
	Assists students in the operation of audiovisual equipment used in media activities.		
	e. Enlists faculty participation and recommendations in evaluating	a.	
		b.	
		c.	
		d.	

Summary of strengths:

Suggestions for improvement:

Comment(s) from evaluated individual:

_____ *

Note: The purpose of this appraisal is to stimulate professional growth.

_____ _____

Signature of evaluator ***Date***

_____ _____

Signature of evaluated person ***Date***

(Signature does not necessarily indicate agreement with the content of this form. Signature does indicate that ALL phases of this form have been conducted with the full knowledge of the individual being evaluated.

Appendix B-3

Lancaster City Schools
Related Services Evaluation

Related Service Provider: _____ Date: _____

M = Meets Expectation **I** = Improvement Needed
A = Approaching Expectation **N** = N/A Not Applicable or no opportunity to observe

1. Screenings/Assessments – (Record/Document Review)	Employee	Evaluator
Examples: Timeliness, content, and thoroughness • Child find • Assessment (IETR, RETR, RIEP) • Screening • Data collection • Quarterly progress notes		
Evidence/Feedback:		

2. Specially Designed Instruction for Identified Students (Therapy Session Observation)	Employee	Evaluator
Examples: • Students are engaged • Techniques to promote student learning • Therapy session meet the goals/objectives of the IEP • Rapport with student is established • Behavior management during therapy session • Time management throughout the therapy session		
Evidence/Feedback:		

3. Customer Service	Employee	Evaluator
Examples: • Maintains professional and positive interactions with families • Summarizes and provides concise communications that promote staffs/families understanding • Collaborates with outside agencies • Attends/participates in building events within the contract • Provides timely response to school staff/outside agencies/families		

Evidence/Feedback:		

4. Collaboration/Communication	Employee	Evaluator
Examples: • Provides information, interventions, and strategies for school staff • Provides updates and availability to Administration • Collaborates and/or Co-treats with related service providers • Collaborates and communicates with outside agencies to ensure cohesive services and additional resources • Inclusive opportunities are purposeful in designing services • Participates in building leadership opportunities (BLT, TBT, BPST, Designing and/or emplementing programs to benefit students)		
Evidence/Feedback:		

5. Professional Accountability	Employee	Evaluator
Examples: • Self reflects on performance and makes appropriate changes • Accepts feedback and direction well • Maintains Ohio and or National Board license and ODE Licensure • Submits Medicaid billing • Obtains NPI number for billing purposes		
Evidence/Feedback:		

Performance area(s) of strength:

Performance area(s) of improvement:

The signature below certifies that the Related Services Provider has reviewed this evaluation with the evaluator and has received a copy of this form. The signature does not necessarily imply that there is agreement. The Related Services Provider's comments may be added to this sheet, dated, and signed.

Related Service Provider: _____ Date: _____

Evaluator: _____ Date: _____

Appendix B-4

LANCASTER CITY SCHOOLS
Athletic Department

COACHING OBSERVATION

Name _____ Sport _____
Position _____ Years Coaching this Sport _____
Years in this Position _____ Date of Observation _____

DATA:

1. Coach is dressed in coaching attire. Yes _____ No _____ a. Does the coach dress properly on game night? Yes _____ No _____
2. Does the coach have a practice plan or sheet available with him/her? Yes _____ No _____ a. Does the coach have a practice schedule for: the day? Yes _____ No _____ the week? Yes _____ No _____
3. Do the assistant coaches have assigned tasks? Yes _____ No _____ a. Do the assistant coaches have a practice schedule available? Yes _____ No _____

(Rating: 1 = low, 5 = high – circle your answer)

4. How does the coach handle students? 1 2 3 4 5
5. Is the coach a good teacher? 1 2 3 4 5
6. Does the coach take time to explain skills and techniques? 1 2 3 4 5
7. Does the coach explain skills to individual students? 1 2 3 4 5
8. Is the coach a good practice disciplinarian? 1 2 3 4 5
9. Does the coach expect discipline in students' performance of skills? 1 2 3 4 5 10. Does the coach expect discipline in students' following a game plan? 1 2 3 4 5
11. Is the coach well organized? 1 2 3 4 5
12. Do the players move smoothly from one drill to another, or, does practice flow well with little time wasted? 1 2 3 4 5
13. Does the coach teach small group instruction? 1 2 3 4 5
14. Does the coach take proper care of equipment? 1 2 3 4 5
15. Does the coach maintain a good inventory? 1 2 3 4 5
16. Does the caoch meet date lines? 1 2 3 4 5
    a. Does practice start on time? Yes___ No ___
    b. Does practice end on time? Yes___ No ___
    c. Does the coach utilize the practice time (days) allowed by the O.H.S.A.A.? Yes ___ No ___
17. Does the coach work well with his/her assistants? 1 2 3 4 5

(continued on reverse side)

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Page 1 of 2
Revised 2/7/01

18. What occurred in practices?

Minutes	Time	Drill	Spent	Strengths	Weaknesses
1.					
2.					
3.					
4.					
5.					
6.					
7.					

STRENGTHS:

SUGGESTIONS FOR IMPROVEMENT:

COACH'S COMMENTS:

Coach's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Athletic Director's Signature (if not evaluator) _____ Date _____

Appendix C

Lancaster City Schools
Certificated Staff Intent Form

Name _____ Date _____

Current Assignment _____ Site _____

Although several months still remain in the current year, plans must be formulated for next school year. In order to facilitate these plans and to determine your desires in regard to assignment, please complete the following form. In accordance with the negotiated agreement, the Superintendent shall consider the annual intent form when making assignments and transfers. Any bargaining unit member who fails to fill out and return this form will relinquish any claim to a vacancy or transfer.

Please check A., B., or C. below:

_____ A. I prefer to stay in my same job assignment next year.

_____ B. I plan to leave the system at the end of this school year for the following reason:

_____ I plan to retire effective: _____

_____ I plan to request a leave of absence effective: _____

_____ I plan to resign effective: _____ _____ C. I request a change in assignment and/or building as follows:

1. _____
2. _____
3. _____

If you checked A. above, please complete the following:

If an organization change is necessitated and the Superintendent would be unable to honor my request to stay in my present assignment I would prefer the following: (list three)

1. _____
2. _____
3. _____

If you are currently on a leave of absence please complete this section: _____

I plan to return and would prefer the following: (list three)

1. _____
2. _____ 3. _____

_____ I do not plan to return.

Please complete and submit this form electronically by _____.

Appendix D

MEDICAL BENEFITS SCHEDULE

SCOIC
MEDICAL BENEFITS SCHEDULE
"CURRENT LCS PPO PLAN"

Current PPO Plan		
	In Network	**Out-of-Network**
Physician Office Visit	$15 copay (all inclusive)	$25 copay; then 70%
Urgent Care Visit	$25 copay (all inclusive)	$35 copay; then 70%
Preventive Care		
Child Preventative Care	100%	100%
Mammogram	100%	100%
Routine Pap Smear - Lab Work	100%	100%
Routine Preventive Office Visit	100%	100%
Other Preventive Care - Lab	100%	100%
Other Covered Services	Deductible and 90 %	Deductible and 70%
Benefits		
Hospital Emergency Room	$100 copay; waived if admitted within 48 hours	$100 copay; waived if admitted within 48 hours
Deductible amount (per calendar year)		
Per Individual	$100	$200
Per Family	$200	$400
	Out-of-Pocket Limit (excluding deductibles & copays)	Out-of-Pocket Limit (excluding deductibles & copays)
Per Individual	$400	$1,000
Per Family	$1,000	$2,000
Other Benefits Limits		
Skilled Nursing Maximum per Calendar Year	Deductible and 90%; 31 days max.	Deductible and 70%; 31 days max.
Home Health Care	Deductible and 90%	Deductible and 70%
Hospice Care	Deductible and 90%	Same as In-Network
Neuromuscular Skeletal Adj.	Deductible and 90%; 15 visits annual maximum	Deductible and 70%; 15 visits annual maximum
Outpatient Physical Therapy and Occupational Therapy	Deductible and 90%; 15 visits; additional visits must have prior authorization	Deductible and 70%; 15 visits; additional visits must have prior authorization
Speech Therapy	Deductible and 90%; services will not be duplicated	Deductible and 70%; services will not be duplicated
Emergency Ambulance Service - Air & Ground	Deductible and 90% (prior authorization for non-emergency)	Deductible and 90% (prior authorization for non-emergency)
Private Duty Nursing per Calendar Year	Deductible and 90%; 30 day annual maximum	Deductible and 70%; 30 day annual maximum
Infertility Services	Not Covered	Not Covered
Lifetime Human Organ Transplant Maximum	Unlimited	Unlimited
Plan Maximum Lifetime Benefit	Unlimited	Unlimited

Prescription Drug Card Program	$10 copay generic $20 copay Formulary $50 Brand Name 30 day supply	Same as In-Network
Mail-Order Drug Program	$20 copay generic $50 copay Formulary $100 Brand Name 90 day supply	Same as In-Network
Specialty	$100 per Prescription, $1,200 Annual Max. 30 day supply	Same as In-Network

SCOIC
MEDICAL BENEFITS SCHEDULE
"NEW OPTIONAL PPO PLAN"

Optional PPO		
	In Network	**Out-of-Network**
Physician Office Visit	$25 copay (all inclusive)	$50 copay; then 70%
Urgent Care Visit	$45 copay (all inclusive)	$65 copay; then 70%
Preventive Care		
Child Preventative Care	100%	100%
Mammogram	100%	100%
Routine Pap Smear - Lab Work	100%	100%
Routine Preventive Office Visit	100%	100%
Other Preventive Care - Lab	100%	100%
Other Covered Services	Deductible and 80 %	Deductible and 70%
Benefits		
Hospital Emergency Room	$150 copay; waived if admitted within 48 hours	$150 copay; waived if admitted within 48 hours
Deductible amount (per calendar year)		
Per Individual	$200	$400
Per Family	$400	$800
	Includes Ded., Co-ins. and Copays	**Includes Ded., Co-ins. and Copays**
Per Individual	$3,500	$7,000
Per Family	$7,000	$14,000
	INCLUDES: DEDUCTIBLES, CO-INS & COPAYS	
Other Benefits Limits		
Skilled Nursing Maximum per Calendar Year	Deductible and 80%; 31 days max.	Deductible and 70%; 31 days max.
Home Health Care	Deductible and 80%	Deductible and 70%
Hospice Care	Deductible and 80%	Same as In-Network
Neuromuscular Skeletal Adj.	Deductible and 80%; 15 visits annual maximum	Deductible and 70%; 15 visits annual maximum
Outpatient Physical Therapy and Occupational Therapy	Deductible and 80%; 15 visits; additional visits must have prior authorization	Deductible and 70%; 15 visits; additional visits must have prior authorization
Speech Therapy	Deductible and 80%; services will not be duplicated	Deductible and 70%; services will not be duplicated
Emergency Ambulance Service - Air & Ground	Deductible and 80% (prior authorization for non-emergency)	Deductible and 90% (prior authorization for non-emergency)
Private Duty Nursing per Calendar Year	Deductible and 80%; 30 day annual maximum	Deductible and 70%; 30 day annual maximum
Infertility Services	Not Covered	Not Covered
Lifetime Human Organ Transplant Maximum	Unlimited	Unlimited
Plan Maximum Lifetime Benefit	Unlimited	Unlimited

Prescription Drug Card Program	$10 copay generic $40 copay Formulary $80 Brand Name 30 day supply	Same as In-Network
Mail-Order Drug Program	$20 copay generic $80 copay Formulary $160 Brand Name 90 day supply	Same as In-Network
Specialty	$250 per Prescription, $3,000 Annual Max. 30 day supply	Same as In-Network

SCOIC
MEDICAL BENEFITS SCHEDULE
"BRONZE PLAN"

Minimum Value/Bronze Plan		
	In Network	**Out-of-Network**
Physician Office Visit	N/A	N/A
Urgent Care Visit	N/A	N/A
Preventive Care		
Child Preventative Care	100%	100%
Mammogram	100%	100%
Routine Pap Smear - Lab Work	100%	100%
Routine Preventive Office Visit	100%	100%
Other Preventive Care - Lab	100%	100%
Other Covered Services	Deductible and 50 %	Deductible and 50%
Benefits		
Hospital Emergency Room	N/A	N/A
Deductible amount (per calendar year)		
Per Individual	$5,000	$10,000
Per Family	$10,000	$20,000
	Includes Ded.& Co-ins	**Includes Ded.& Co-ins**
Per Individual	$6,500	$13,000
Per Family	$13,000	$26,000
	INCLUDES: DEDUCTIBLES & CO-INS	
Other Benefits Limits		
Skilled Nursing Maximum per Calendar Year	Deductible and 50%; 31 days max.	Deductible and 50%; 31 days max.
Home Health Care	Deductible and 50%	Deductible and 50%
Hospice Care	Deductible and 50%	Deductible and 50%
Neuromuscular Skeletal Adj.	Deductible and 50%; 15 visits annual maximum	Deductible and 50%; 15 visits annual maximum
Outpatient Physical Therapy and Occupational Therapy	Deductible and 50%; 15 visits; additional visits must have prior authorization	Deductible and 50%; 15 visits; additional visits must have prior authorization
Speech Therapy	Deductible and 50%; services will not be duplicated	Deductible and 50%; services will not be duplicated
Emergency Ambulance Service - Air & Ground	Deductible and 50% (prior authorization for non-emergency)	Deductible and 50% (prior authorization for non-emergency)

Private Duty Nursing per Calendar Year	Deductible and 50%; 30 day annual maximum	Deductible and 50%; 30 day annual maximum
Infertility Services	Not Covered	Not Covered
Lifetime Human Organ Transplant Maximum	Unlimited	Unlimited
Plan Maximum Lifetime Benefit	Unlimited	Unlimited
Prescription Drug Card Program	Ded & Co-ins	Same as In-Network
Mail-Order Drug Program	Ded & Co-ins	Same as In-Network
Specialty	Ded & Co-ins	Same as In-Network

SCHEDULE OF BENEFITS DENTAL SERVICES

For **Verification of Eligibility** please refer to the telephone number on the employee's identification card.

Call this number to verify eligibility for Plan benefits **before** the charge is incurred: 1-877-304-0761.
Please read the section titled Predetermination of Benefits in the Dental Plan. You will need to follow this section or reimbursement from the Plan may be reduced.

DENTAL BENEFITS

CALENDAR YEAR DEDUCTIBLE	
Per Covered Person	$25
Per Family Unit	$50
Calendar Year Deductible applies to Class B Services – Basic & Class C Services - Major	
MAXIMUM BENEFIT AMOUNT PER COVERED PERSON	
For Class A - Preventative, Class B – Basic and Class C - Major	$1,500 per Calendar Year
For Class D - Orthodontia	$ 1,000 per Lifetime
COVERED CHARGES	
Classes of Benefits	**Percentage Payable**
Class A Services - Preventative Class B Services - Basic Class C Services - Major Class D Services - Orthodontia	100% 80% 50% 50%

Additional information on Dental Care can be found in the Dental Benefit section of your plan document.

NOTE: Dental expenses under the Dental Benefits section of your Plan Document do not apply to the Calendar Year Deductible or to the Out-of Pocket maximum under the medical portion of this plan.

PROFESSIONAL DEVELOPMENT - TUITION REIMBURSEMENT – Appendix E

(Form must be completed and approved within two weeks from the start of the course)

NAME: _____ DATE:_____

Address:_____

Home Building: _____

COURSE TITLE / COURSE #: _____

COLLEGE/UNIVERSITY:_____

HOURS: Quarter Hours _____Semester Hours _____

Total Tuition Cost: _____

COURSE DESCRIPTION: _____

TERM TAKEN:_____

COURSE BEGINNING DATE:_____

COURSE END DATE: _____

TEACHER'S SIGNATURE:_____

ARTICLE XVI.....

Approved for reimbursement in:

____Term 1 (July 1-October 31) ____ Term 2 (November 1- Feb. 28/29) ___ Term 3 (March 1 – June 30)

Not approved_____

Comments: _____

LPDC Signature:_____

Date: _____

Treasurer's Certificate: It is hereby certified that the amount $ required to meet the contract, agreement, obligation, payment of the expenditure for the above has been lawfully appropriated or authorized or directed for such purpose and was in the Lancaster Board of Education Treasury or in process of collection the credit of the General Fund free from any obligation or certification now outstanding.

Treasurer: _____ Date: _____

To obtain reimbursement – submit a copy of this approved form along with a grade slip/transcript to the Human Resources Office.

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios,*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.

analysis of student data, lesson plans, student surveys, common assessments	**Connections to prior and future learning** Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

1.

1

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

2.

2

KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

2.

2

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.

		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

3.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.

4.

LESSON DELIVERY *(continued)*	**Student-centered learning** Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

4.

CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.
		There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well- being.	There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

5.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

DOMAINS	Components				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. .	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

6.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.

7.

	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

7.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long- term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

To: All Bargaining Unit Members **APPENDIX G**

From: LEA Executive Board

Refusal to Administer Medication to Students

This form only applies to the refusal to administer medication while performing regular teaching duties or duty assignments. If you have a supplemental contract with the district or if you take students on field trips you must follow the guidelines set forth in the district contract.

In Article XI, Section G of the negotiated agreement is the following provision:

Administration of Medication/Medical Attention

1. No unit member, excluding the school nurse, shall be required to administer medication or provide medical attention except in an emergency first aid situation; however, any unit member refusing to administer both must notify the building principal, in writing, of his/her refusal on or before September 15 of the school year. Bargaining unit members hired after the start of the school year shall have 15 work days to notify principal of refusal.

2. The unit member's notification shall continue from year-to-year until the building principal is notified otherwise. Should a unit member change building assignments, a new form shall be completed and filed.

The Association strongly recommends that members complete this form and turn it in to their building principal. It is for your own protection.

Even if you have previously completed this form, it would be wise to do it again, especially if your building has had a change in administrators or secretaries since you last turned the form in, if you have transferred, or if it has been several years.

Remember to consider the possibility of inclusion or mainstreaming of handicapped students and your increased personal liability if you administer medication or medical attention, when you are deciding whether this issue concerns you. If you fill out this form, it does not mean you must refuse to help a student in an emergency situation.

This must be turned in to your building principal on, or before, September 15. Keep a copy for your records.

- -

NOTIFICATION OF REFUSAL TO ADMINISTER MEDICATION OR PROVIDE MEDICAL ATTENTION

Date: _____

To: _____

As stipulated in the negotiated agreement between the Lancaster Education Association and the Lancaster Board of Education, I am notifying you that I will not administer medication or provide medical attention to students while performing regular teaching duties or duty assignments. I understand if I have a supplemental contract with the district or if I take students on field trips I will follow the guidelines set forth in the district contract. This notice shall be in effect for as long as I am assigned to this building, unless I notify you otherwise in writing.

Signature: _____

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Memorandum of Understanding

Between

Lancaster City Schools Board of Education

And the

Lancaster Education Association

This agreement is made 23rd day of September 2025, by and between the Board of Education of the Lancaster City School District (The Board) and the Lancaster Education Association (The Association).

WHEREAS The Board and The Association have entered into a Negotiated Agreement that is effective through June 30, 2028; and

WHEREAS The Parties agree that it is in their mutual best interests to modify the Agreement as it relates to certain supplemental contracts. The language contained in this Memorandum shall not sunset, but will be incorporated into the successor negotiated agreement, when the current contract expires in 2028;

NOW THEREFORE, BE IT RESOLVED:

The parties shall add High School Athletic Event Manager (Seasonal) as a Co-Curricular Supplemental contract outlined in Article XII.

High School Athletic Event Manager (HS)	.07	.08	.09

All other provisions of the negotiated agreement, Memorandums of Understanding or Addendums currently in effect between the parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term, of the negotiated agreement and no other agreements shall serve to alter the provisions of the current negotiated contract unless agreed to, in writing, between the parties.

FOR THE ASSOCIATION

Barbara Simmer

Date 9·10·25

FOR THE BOARD

Dianne Harlinger

Date 9-25-2025