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# NEGOTIATED AGREEMENT

between

# LEXINGTON TEACHERS' ASSOCIATION

and the

# LEXINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

**September 1, 2025 through August 31, 2028**

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## PREAMBLE

The Board of Education of the Lexington Local Schools, hereinafter referred to as the Board, and the Lexington Teachers' Association/OEA/NEA, hereinafter referred to as the Association, set forth this Agreement to establish the relationship between the Board and the Association and to establish one orderly procedure for the consideration and resolution of matters of concern.

## ARTICLE I-RECOGNITION

A. Recognition of the Association

The Lexington Local Board of Education (hereinafter, Board) recognizes the Lexington Teachers' Association/OEA/NEA (hereinafter, Association) as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

As used in this Agreement, the term "Teacher(s)" is defined as a member or members of the bargaining unit. The bargaining unit covered by this Agreement is defined as all certificated personnel, including those on approved leaves of absence. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code (ORC), any other administrators employed pursuant to Section 3319.02 ORC, aides, and substitutes working less than sixty (60) days in the same assignment.

B. Recognition of the Board

The Association recognizes the Board as the elected representatives of the people of the Lexington Local School District and as the employer of the teachers of the Lexington Local School District.

C. Representation Election

The rights of the Association as set forth in this Agreement are continuous unless challenged pursuant to Chapter 4117 ORC and the rules and regulations of the State Employment Relations Board (SERB).

## ARTICLE II-NEGOTIATIONS PROCEDURE

A. Scope of Negotiations

The obligation to bargain collectively means to negotiate at reasonable times and to execute a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not require the Board or the Association to agree to a proposal nor does it require the making of a concession.
Those matters which are negotiable are wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

B. Requests for Negotiations and Meetings

Either the Board or the Association may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Association President, on behalf of the Association, not more than one-hundred twenty (120) days nor less than sixty (60) days prior to the expiration of this Agreement. The party initiating negotiations will notify SERB with a copy of the existing agreement, supplying the other party with such communication. The first negotiations meeting will be held within thirty (30) days of the date on which the notice to negotiate was filed by either party, unless the parties mutually agree otherwise.

1. The parties agree to provide necessary information and supportive data relevant to their proposals. If a proposal is unacceptable to one of the parties, that party should give reasons and, if feasible, offer alternative proposals.

2. Interim reports of progress may be made to the members of the Association by its representatives and to the Board by its representatives.

3. While discussions are in progress, any release prepared for news media will be approved by both negotiating teams. If discussions are temporarily interrupted before an understanding is obtained, the parties agree to keep the considerations confidential until the discussions are completed.

4. During the meetings, either negotiating team may recess for independent caucus or conference as necessary.

5. Minutes of the negotiations meetings will not be taped by either or both parties involved.

6. Meetings shall start promptly, but no later than fifteen minutes after the predetermined starting time.

7. At the first negotiations meeting complete agendas, including proposals and approximate monetary costs shall be exchanged.

8. Every effort will be made to conclude negotiations within thirty (30) days prior to the expiration date of this Agreement. If negotiations have not been concluded by that time, either party may declare impasse.

C. Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the Association to negotiate. No final agreement shall be executed without ratification by the Association and the Board. It is assumed that both parties have been given the privilege of making proposals, considering proposals, and offering counterproposals in the course of negotiations.

D. Responsibilities During Negotiations

Negotiations must be recognized by both parties as a shared process.

No member of either negotiation team shall in any way be penalized or censured because of his participation in negotiations.

At the close of each meeting, items of negotiations which have been tentatively agreed upon shall be reduced to writing and initialed by each party; such initialing signifying only that tentative agreement has been reached on these items.

Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

The Board agrees to furnish the Association President, upon request and at no cost, all readily available financial information that will assist the Association in developing its proposals.

E. When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the members of the Association and Board for formal approval. Upon approval, the agreement shall be signed by the parties and shall become part of the official minutes of the Board and a part of the contract of the individual teachers.

F. Disagreement

1. If impasse is declared by either party, the parties shall utilize the services of a mediator to resolve their differences in negotiations. The mediator shall be selected by the Federal Mediation and Conciliation Service. The function of the mediator shall be to offer suggestions, ideas, concepts, etc., that will move the parties toward agreement. The parties shall utilize mediation for a period of thirty (30) calendar days or until agreement is reached or the mediator determines that no agreement can be reached, whichever occurs first.

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.

2. If during the life of this agreement bargaining is necessary due to a specified reopener provision in this agreement, said bargaining shall be in keeping with the bargaining procedures set forth in Sections C, D, E, and F of this article.
This mutually agreed dispute settlement procedure as authorized by ORC 4117.14 (C) and ORC 4117.14 (C) (1) (f) and governing the negotiations of a successor collective bargaining agreement, shall replace the statutory dispute settlement procedure set forth in ORC 4117.14 (C) (2) through 4117.14 (D) (1).

## ARTICLE III-GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. Grievance - A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the Negotiated Agreement.

2. Grievant - Any teacher, group of teachers, or the Association making a claim as set forth in (1) above.

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

4. "Days" shall mean weekdays (Monday through Friday) except that calamity day(s), holiday(s), and break or down time periods shall not be counted.

C. Rights of the Grievant and the Association

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance if requested by the teacher.

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

3. A formal grievance shall be filed on the agreed to grievance form (see Appendix C).

4. The Association and the grievant shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

5. The Association President or designee shall receive copies of all communications (forms, time, date, dispositions, etc.) in the processing of grievances.

D. Time Limits

1. The time limits of this procedure are considered to be maximums and may be extended by mutual agreement of the parties. Any grievance not filed or advanced to the next level by the grievant within the time limits shall be deemed waived. Any grievance not answered by the administration within the time limits will automatically proceed to the next level.

2. A grievance shall be filed within twenty-one (21) days of the act or the grievant's awareness of the act on which the grievance is based.

E. Grievance Procedure Steps

1. Informal Step:

When a teacher becomes aware of an act on which a grievance is to be based, the teacher and the Association representative shall discuss the grievance with the teacher's appropriate supervisor. There should be an attempt to resolve all grievances informally.

If the grievance is not resolved during the informal step, the Association may, within twenty-one (21) days of the act or the grievant's awareness of the act giving rise to the grievance, file a written grievance with the appropriate supervisor.

2. Step One:

The appropriate supervisor shall arrange and hold a hearing within six (6) days of receipt of the grievance. The Association, grievant, and the Board may present evidence to sustain their positions.

Within six (6) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, Association may file a written form to proceed to Step Two within ten (10) days of the receipt of the appropriate supervisor’s written response.

3. Step Two:

Within six (6) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within six (6) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and grievant. If the Association and the grievant are not satisfied with the Superintendent's response, the Association may file a written form to proceed to Step Three with the Treasurer of the Board within ten (10) days of the receipt of the Superintendent's or designee's written response.

4. Step Three:

The Treasurer of the Board, upon receipt of the written form, shall place the matter on the agenda of the next regular Board meeting and shall cause notice of the date and time of the Board meeting to be given to the grievant and shall furnish copies of the written grievance to each Board member. The Board shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One in executive session. Within six (6) days after the hearing, the Board or its designated representative shall provide a written response to the Association and grievant.

5. Step Four:

Within six (6) days of receipt of the Step Three response, or if the Step Three response is not provided in a timely manner, the Association shall notify the Board of its intent to proceed to arbitration.

F. Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

G. Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the grievant, and the Association.

H. Costs of Arbitration

The costs for the arbitrator and the hearing room, if any, shall be fully paid by the Board when the Association prevails. When the Board prevails, the costs for the arbitrator and the hearing room, if any, shall be fully paid by the Association/grievant. In the case of a split decision the aforementioned costs shall be shared equally by the Board and the Association.

I. Miscellaneous

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

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

3. Constructive receipt by the Association shall be construed to be the delivery date to the designated officer of the Association.

4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
5. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

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

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

J. Grievance Form

See Appendix C.

## ARTICLE IV-MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, provided the use of such powers, rights, authority, duties and responsibilities are in accordance with the terms of this Agreement and ORC 4117.

## ARTICLE V-ASSOCIATION RIGHTS

The Lexington Teachers' Association/OEA/NEA shall have the sole and exclusive privileges enumerated in this article.

A. Board Meeting Information Packets

The Board shall provide to the President of the Association, a copy of the Board packet which shall include the agenda and all other information (which shall include the official minutes from the previous Board meeting) with the exception of the confidential material.

The Association President's packet shall be delivered at the same time the packets are distributed to members of the Board.

B. Association Leave

The Board shall grant association leave to the Association delegate(s) and alternates to the OEA Representative Assemblies. The Board shall not pay expenses for such delegate(s) and/or alternates.

A maximum of six (6) days shall be available.

C. Payroll Deduction

The Board shall provide payroll deductions for dues for membership in the Association and affiliates. Forms for these deductions shall be supplied by the Association. The enrollment period for payroll deduction of membership dues shall be from September 1 to October 1 of each year. The deduction shall be for ten (10) pay periods or as may be otherwise indicated by the President of the Association prior to September 15 of a membership year. Upon request, payroll deduction privileges shall be available to members hired after October 1. The Treasurer of the Lexington Local Schools shall forward such deductions to the Treasurer of the Lexington Teachers' Association the day of such deduction.

The Treasurer of the Lexington Local Schools shall deduct from the final payroll check of any employee who shall leave the district, unless waived by the LTA Executive Committee, the full amount of outstanding dues due and payable under the provisions of the payroll deduction authorization form, provided the employee has accrued sufficient net pay to cover such deduction.

A member may authorize a continuing payroll deduction for membership purposes. Such authorization would be initiated (initially) and implemented as indicated above. The authorization would be for a one-year period of time, but would continue for the next following year unless the Treasurer of the Board received written notification to the contrary from the individual or the Association on or before September 15 of any membership year. When the Treasurer receives notification from a member, the

Treasurer shall promptly forward a copy of such notification to the Association President. The Association President shall provide the Treasurer with a modified list of members on continuing payroll deduction for membership in the United Education Profession. Said communication will occur on or before October 15 of each membership year.

D. Use of School Mails and Bulletin Boards

The Association shall be authorized to use the school mails, "pony," and members' mailboxes for Association business. A bulletin board will be provided in each building for the exclusive use of the LTA. The bulletin board shall be located in an area readily accessible to and normally frequented by members.

E. Association Business

The LTA and/or its Association representative may conduct Association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction. The public-address system may be available for Association announcements upon proper notification and approval of the building principal.

F. Informal Monthly Meetings

There may be periodic monthly meeting(s) of the Superintendent and/or others with LTA officers and/or Association representatives to discuss informally mutually important matters if desired by the Association or the Superintendent.

G. Membership in UEP

The Board and the administration will respect the right of all members to join or assist the United Education Profession. (LTA, NCOEA, OEA, and NEA)

H. Facilities

The Association will have the right to use school facilities, buildings, and equipment without cost at all reasonable times, provided such use does not interfere with the educational program.

I. Right to Speak

The Association President or his/her designee shall have the right to address and pass out materials at the new member orientation prior to the opening of school and at other district wide general staff meetings that may be held during the school year. At the all-staff meeting on the teachers' first workday, the Association will be allotted one (1) hour of time to hold a general membership meeting following the close of the convocation.

J. Non-Discrimination

The provisions of this Contract shall be applied without regard to race, color, national origin, sex, marital status, disability, religion ancestry, military status, sexual orientation or age in accordance with law. No employee shall be discriminated against because of membership or non-membership in the Association nor for participation in lawful Association activities.

K. Employee Discipline

1. Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be progressive in nature. Certain offenses are serious enough to warrant skipping steps in the progression of discipline. However, the ordinary sequence will be as follows:

    a. Verbal Reprimand

    b. Written Reprimand

    c. One (1) day suspension without pay

    d. Three (3) day suspension without pay

    e. Five (5) day suspension without pay

    f. Termination

2. Nothing precludes the Board from issuing more than one verbal or written reprimand or suspension without pay.

3. Any written record of disciplinary action will be kept in the employee's active personnel file in accordance with Personnel Files.

4. No employee shall be subject to discipline except for just cause, excluding a verbal reprimand.

5. Disciplinary action shall be subject to the grievance procedure, excluding a verbal reprimand.

## ARTICLE VI-CONTRACTS

A. Assignment, Vacancy, and Transfer

1. Each teacher shall be notified in writing on or before July 1 concerning his/her teaching assignment for the following school year. The notice shall include the subject(s) to be taught, the grade level(s), and the building assignment(s).

   Although the Board must retain the responsibility of changing teacher assignments to meet the needs of the students, every effort shall be made to maintain assignments on a yearly basis. In case of a necessary change in assignment, the teacher shall be notified immediately by ordinary mail to the teacher's last known address.

2. The following criteria will be considered by the Superintendent in making assignments, reassignments, and transfers:

   a. Years of service in the Lexington Local Schools;*
   b. Qualifications including education, evaluations, certifications, and professional accomplishments;

   c. Desire of the teacher/bargaining unit member regarding assignment or transfer;

   d. Ability to work with employees with whom the employee will work;

   e. The recommendation of the building principal.

3. Any unsuccessful applicant may meet, upon request, with the Superintendent to discuss the reassignment or transfer, and may have a representative of the applicant's choice at that meeting. If requested in writing by the employee, the Superintendent will provide a written rationale as to the specific reasons they were not awarded the position.

   *Seniority is defined as the number of years of service commencing with the original date of employment with the Lexington Local Schools. If two or more teachers have equal seniority, then the following shall apply.

   a. The date of the Board meeting at which the teacher was hired, and then by

   b. The date on which the teacher submitted a completed job application.

   c. If all other criteria are equal it shall be determined by the Board.

B. Posting

All position openings for teachers, regardless of position or whether the opening implies a promotion or whether the position is a newly created position or an extra duty position, shall be emailed to all employees. Said posting shall occur within five (5) days of the position becoming open or the creation of the position

Such notices shall clearly set forth the required certification for the position, a description of the duties to be performed, salary, and procedures for application.

Current bargaining unit members who have expressed interest in the position shall be considered first for vacancies.

If no applications are received within five (5) workdays of the date of posting the notice (or the postmark on mailings), it will be assumed that there is no interest in the position among teachers and the position may be filled outside the system.

A teacher hired to fill a position must possess the posted certification requirements for the position. Any teacher having proper certification may apply for the posted position and shall be granted an interview. When one (1) or more current bargaining unit member(s) applies/apply and is/are qualified, the best qualified shall be considered for the position. The Board of Education may be approached by the Association concerning this matter.

C. Transfer Procedure

1. Voluntary Transfer - Teachers may request a change of assignment in accordance with negotiated policies on assignments and open positions and the following procedures:

    a. Change of assignment requests shall refer to: (1) change in building, (2) change of year/level, (3) change of subject area.

    b. Transfer requests may be initiated by teachers using the following guidelines:

        (1) A transfer request form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the transfer would occur.

        (2) Transfers will be considered if an opening exists or becomes available.

        (3) Teachers applying for a transfer will be interviewed for the open position.

2. Involuntary Transfer - Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer (reassignment) in the department/division, building, subject or grade level, notification thereof shall be given to the involved teacher(s) by July 1 preceding the effective date of said involuntary transfer. No teacher shall be arbitrarily and capriciously involuntarily transferred. When involuntary transfers are necessary due to a staffing need, a teacher's area(s) of certification, his/her teaching experience, and length of continuous service in the district will be considered as the criteria in determining if a teacher is to be transferred.

   Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within five [5] days of a written request) of the teacher(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved teacher may request representation of his/her choosing for the meeting. The involved teacher(s) shall be given the reasons for the transfer, in writing, no later than the start of the aforementioned meeting.

D. Teacher Contracts

All teachers shall be issued written contracts in accordance with the Ohio Revised Code and the provisions of this article.

1. Upon initial employment, a teacher shall be given a one-year limited contract. If reemployed, said teacher shall be granted a one-year limited contract.

2. Teachers having completed three (3) one-year limited contracts shall, if reemployed, be granted a two (2) year contract. An employee who has completed a two (2) year contract, if reemployed, shall be granted a three (3) year contract. All limited contracts thereafter, for that teacher, shall be three-year limited contracts.

3. When a teacher becomes eligible for a continuing contract during the term of a limited contract, the Board shall, upon written request of the teacher, either interrupt the limited contract to grant a continuing contract or continue the limited contract and provide the teacher with written reasons for denial of the request. Further consideration for continuing contract status shall be in accordance with ORC 3319.11.

4. The Board of Education shall cause notice to be given annually, not later than the first day of July, to each teacher who holds a contract valid for the succeeding school year, as to salary to be paid such teacher during such year.

Exception: During the last year of a negotiated agreement, the Board of Education shall cause notice to be given 30 days after the agreement has been ratified by both parties to each teacher who holds a contract valid for the succeeding school year, as to salary to be paid such teacher during such year.

E. Job Sharing

Job sharing shall be allowed in accordance with the following provisions:

1. Only two (2) teachers shall be allowed to share the same position.

2. Both teachers must be willing to take part in job sharing.

3. Those teachers interested in taking part in this program must notify their building principal, in writing, by April 1 of each school year of their interest in the program. Said teachers must be properly certified to teach in the area involved.

4. Upon receipt of such notification by the building principal, he/she shall meet and discuss with the teachers their intent and help develop a job-sharing program.

5. Each teacher involved in a job-sharing program shall be paid at one-half of his/her regular salary and shall be provided with 85% board-paid and 15% employee-paid single coverage for all fringe benefits prorated to a half-time rate. At his/her option the teacher may purchase at his/her own expense the family plan prorated to a half-time rate at the **85%/15%** rate.

6. For the purpose of determining seniority, said teachers shall be given one-half (1/2) year credit on the seniority list.

7. Each individual job-sharing situation shall be examined on its own merits. Recommendations to the Board shall be made accordingly.

8. Teachers sharing jobs shall maintain all rights they are entitled to in accordance with the terms of this agreement, provided that for the purpose of sick leave, personal leave, and assault leave days for teachers, sharing jobs shall be credited for and used as one-half days.

F. Reduction in Force

1. If it becomes necessary to reduce teachers because of a decrease in pupil enrollment from the previous year, the return to duty of teachers from leaves of absence, a suspension of schools or territorial changes, or for identified financial reasons, the following provisions shall apply:

   The Association shall be notified no later than April 1, of any school year, of any proposed teacher reduction for the upcoming year. Such notice shall include:

a. the positions for reductions being considered

b. reasons for such decisions.

All teachers on the RIF list are responsible for the accuracy of their listing. Any teacher who does not notify the Superintendent within thirty (30) days of the posting of the RIF list will waive his right to claim an error.

2. Each year, the Superintendent shall provide the Association President with a seniority listing by February 1 of each school year. The seniority lists shall be made up for each area of certification. The teachers shall be placed on all lists for which they are certified. The teachers shall be placed on the seniority list for any area of certification which the teacher may receive prior to August 31 of each school year.

3. The Board shall not act on any proposed teacher reduction until after the Association has had the right to present its views at a public Board meeting.

The Association shall not be required to present its views any earlier than 15 days after receipt of the Board's intent.

4. After the Association has presented its views, the Board shall proceed to reduce teachers in the following sequence:

a. The Board shall handle all teacher reductions first through normal attrition.

b. Seniority - For purposes of this Contract, seniority shall be defined as the number of years of service commencing with the original date of employment with the Lexington Local Schools within a group of teachers whose performance evaluations are comparable.

5. Reductions in Force shall be made by suspending teacher contracts based upon the Superintendent’s recommendations as follows:

a. Limited contract teachers by using the following order:

(1) Area of licensure/certification within each teaching field affected.

(2) Rating as determined by the most recent OTES evaluation.

(3) When OTES evaluation ratings are comparable, by lowest seniority in the Lexington Local School District.

b. Continuing contract teachers, only after all limited contract teachers in the teaching field of assignment, by using the following order:

(1) Area of licensure/certification within each teaching field affected.

(2) Rating as determined by the most recent OTES evaluation.

(3) When OTES evaluation ratings are comparable, by lowest seniority in the Lexington Local School District.

c. Teaching Field – Teaching field shall mean the subject(s) and/or grade level(s) on the teaching certificate(s) /licenses held by the bargaining unit member. To qualify under this provision of the agreement, certificate(s)/licenses must be maintained in accordance with the Ohio Department of Education's certification/licenses requirements.

d. For the purposes of a Reduction in Force, comparable performance evaluation ratings shall be defined as follows:

(1) All teachers who receive a rating of "Accomplished" or "Skilled" shall be deemed comparable.

(2) All teachers who receive a rating of "Developing" shall be deemed comparable to other "Developing" teachers.

(3) All teachers who receive a rating of "Ineffective" shall be deemed comparable to other "Ineffective" teachers.

If two or more teachers have equal seniority as defined herein, then the following shall apply:

(1) The date of the Board meeting at which the teacher was hired, and then by

(2) The date on which the teacher submitted a completed job application.

(3) If all other criteria are equal, it shall be determined by the Board.

6. Rights While on Suspension:

a. If reemployed, the teacher shall have the right to return to the same contract status, seniority level, total sick leave accumulation, and any other benefits of employment that had accrued to the teacher prior to suspension.

b. The teacher shall have the right to any and all insurance benefits provided by the Board for a period of 36 months. Said premium shall be paid by the teacher by money order or bank draft made payable to the insurance

company and received in the office of the Treasurer by the first of the month.

c. The Board shall support the teacher's rights to unemployment compensation benefits while under suspension.

7. Recall Rights

a. Teachers who are suspended shall be retained on the recall list for 36 months, during which time they must be offered reemployment in their area(s) of certification as their seniority status so mandates.

b. A teacher may be removed from the recall list if he/she:

(1) Waives their recall rights in writing

(2) Resigns

(3) Fails to accept recall to a substantially equivalent position, or

(3) Fails to report to work within ten (10) working days after receipt, by certified mail, of the notice of recall unless sick or injured.

## ARTICLE VII-CONDITIONS OF EMPLOYMENT

A. Member Workday

The contractual day of any bargaining unit member will be no longer than a total of seven (7) hours and twenty (20) minutes. The contractual day may be adjusted upon reasonable notice to the bargaining unit members.

The time that teachers are to be assigned in their homerooms or other assigned areas is left to the discretion of the building principal. The contractual day shall encompass a thirty (30) minute, duty free lunch period.

B. School Calendar

The Association Calendar Committee shall develop proposals for the school calendar and shall forward said proposals to the Board for consideration at the February Board meeting of each year. The Committee shall include two teachers from each building as determined by the staff.

1. The Committee shall determine the following in designing the calendar:

a. Parent/teacher conferences: one conference shall be scheduled in the fall and the second conference shall be scheduled in the spring. Each conference will be held on two days. The two days will not fall in the same week. The hours shall be from 4:30 p.m. to 7:30 p.m.

b. The Committee shall determine when the compensatory days shall be for parent/teacher conferences.

c. The dates of the staff development meetings in Article IX, Section H. 1. The contract year for teachers shall be 183 days for returning teachers and 184 days for new teachers which shall include:

(1) One (1) before school orientation meeting day for new teachers which will occur two (2) days prior to the first student day.

(2) One-half (1/2) before school professional meeting day for all teachers; one-half (1/2) before school workday for all teachers which will occur one (1) day prior to the first student day.

(3) One (1) day will be provided within the school calendar for the purpose of District-provided professional development (in-service education). This day shall occur prior to the beginning of the year all-staff day.

(4) One (1) day will occur the day after the last student day of school and be used for in-service education that will allow individual teachers to review the year's activities, prepare for the close of school, and preplan for the next school year.

(5) The equivalent of two (2) days for parent/teacher conferences.

(6) No more than one hundred seventy-eight (178) days with students actually in attendance.

d. The following holiday periods:

(1) Labor Day

(2) Thanksgiving Day and the following Friday

(3) Christmas

(4) Martin Luther King Jr. Day

5) Presidents Day (if not used to make up a calamity day)

6) Memorial Day

C. Orientation

Orientation shall be scheduled no earlier than one (1) week before the start of the school year on days other than Saturdays, Sundays, or holidays. Each teacher shall be required to attend only one (1) orientation per school year for a maximum of ninety (90) minutes.

D. Parent-Teacher Conferences

Fall parent/teacher conferences will be rescheduled annually taking into consideration the dates of Halloween and Thanksgiving. The Wednesday before Thanksgiving, the teachers will have off.

Spring parent-teacher conferences shall be rescheduled annually taking into consideration the dates of spring vacation, proficiency test dates and the needs of students to have sufficient time to improve performance so as to successfully complete the semester's work.

E. Duties

Teachers shall have a minimum thirty (30) minute duty-free uninterrupted lunch period and will not be required to supervise students during the noontime recess, unless otherwise mutually agreed.

Travel time during the school day shall not be considered lunchtime.

F. Personnel Files

The official personnel file system shall be maintained in the office of the Superintendent for all teachers. Said file shall be maintained by the Superintendent, who shall be responsible for developing necessary and reasonable rules regarding office employees' access to the system, proper placement of material, and the security of the system. The Superintendent shall inform all office employees who may work with this system of all maintenance rules. Further, the Superintendent shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, completeness, and in accordance with this article.

The purpose of this system is to serve as a repository of records that are necessary and relevant to the individual teacher's employment, and professional responsibilities.

Access to the personnel file of an individual will be limited to the following: teacher, the Superintendent, Assistant Superintendent, the individual teacher's principal or immediate supervisor; in the case of a transfer, the principal or immediate supervisor for that position, or other person(s) who are entitled to access in accordance with the law of Ohio in effect on the day access is requested.

Upon a request for access to a teacher's personnel file, written notice shall be given to the teacher listing the name of the person making the request and the time and date access

will be permitted. No access shall be allowed sooner than the second regular workday after the request is received and at that time the teacher and/or a representative may be present. All examinations of personnel files shall be in the presence of at least one school district employee. This paragraph shall not apply to school district administrative personnel.

No information from the personnel file will be disseminated except as required by law.

The teacher shall have access to all personal information contained in the system, at all reasonable times. There shall be no charge for access to the system.

Upon request by the teacher, the Superintendent shall:

1. Inform of the existence of any personal information in the system.

2. Permit the teacher and his/her attorney to inspect all personal information contained in the system.

3. Inform the teacher regarding the types of uses made of the information, including the identity of users of the information.

4. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file.

5. Upon written approval of the teacher, grant access to the teacher's attorney or other representative.

6. Furnish the teacher with a copy of any information contained in the system.

The teacher shall have the right to read any negative information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and date on the document that is to be filed. The signing of the material does not indicate that the teacher agrees with the content of the document. Further, the teacher shall have the right to respond, in writing, to any material that is to be placed in the system. Said response shall be attached to and shall become part of the document that is to be placed in the system. The response shall be included should dispersal of the original document be made.

No parent complaints will be placed in the personnel file of a teacher unless:

1. The allegation is in writing and is signed by the parent and,

2. A conference was held including the parent, teacher, and the principal or immediate supervisor and,

3. The results or findings of the aforementioned conference have been reduced to writing by the immediate supervisor and approved or rebutted, in writing, by the teacher. Said results or findings shall be attached to the complaint. No anonymous letters or material will be placed in the system.

The teacher shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in the system. The Board must make an immediate investigation as to the appropriateness of the disputed information and immediately notify the teacher of the results of the investigation and the action to be taken. The Board shall remove all information from the system that cannot be verified, or which is found to be inaccurate. No anonymous letters or material will be placed in the system. All disciplinary documents placed in the file shall be removed from the file upon submission of a written request by the teacher, if no further disciplinary action has been taken by the Board or the administration for a period of three (3) years after the date the material was placed in the file.

G. Preparation Time

Members shall have a minimum of two hundred forty (240) minutes per week for the purpose of preparation, conferences, or planning during the regular student school day.

1. Elementary Teachers:

Teachers shall have two hundred and forty (240) minutes of preparation, conference, or planning time. The planning time shall be made up of time segments of not less than thirty (30) minutes, each, when possible. However, in no case shall the amount of the 240 minutes of preparation time in thirty-minute segments be less than what was available during the prior school year [except that the minimum amount of thirty minute preparation time segments shall reset in the school year in which the elementary schools move to the new preK-6 building].
It is understood that members will not be required to have student supervision responsibilities or other assigned responsibilities during the time periods that are specified as preparation/planning/conference time. Such time shall be available for the member to use at his/her option.

2. Secondary Teachers (7-12):

Secondary teachers shall have at least one (1) preparation/planning/conferencing period per day which shall be at least one (1) class period in duration (7-8) and one (1) class period (9-12).

Any individual who leaves his/her building during their conference period should request permission from their building administrator or his/her designee.

Any individual who leaves his/her building during their lunch period should notify their building administrator or his/her designee.

It is understood that members will not be required to have student supervision responsibilities or other assigned responsibilities during the time periods that are specified as preparation/planning/conference time. Such time shall be available for the member to use at his/her option.

H. Class Size/Member Work Load

1. It is recognized by the Board that pupil-staff member ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, and the availability of qualified staff members, and the best interest of the district, as being administratively feasible. The Board recognizes the class size recommendations of the state department of education and will maintain state standards.

2. New students entering Pre-K-6 will be assigned so as to attempt to keep class size equitable within each grade and subject area within each building.

   Students at all levels shall be assigned to available classrooms in an equitable manner within each building on a district-wide basis whenever permitted by the student(s) schedule.

3. The Board will within the current financial and physical limitations address overcrowding which is detrimental to the educational process.
4. The Association may at any time request a meeting with the principal to discuss the hiring of additional teachers, teachers' aides, transfer of students, or the provision of additional facilities or equipment as may be needed to address needs of students.

5. The principal will meet within five (5) days of the request.

6. If the concern is not resolved by the principal, the Association may meet with the Superintendent to discuss the issue. This meeting will be held within five (5) days of the request.

I. Special Education Provision

1. Definitions

   a. Inclusion - The provision of education and supplemental services to all special education students in regular classroom settings with special education personnel for all or a substantial part of the school day.

   b. Mainstreaming - The practice of including students assigned to a special education program in some regular classroom activities.

2. Any educational personnel involved with a special education student may be present and allowed input to the IEP Committee prior to the implementation of a student's IEP.

3. Any teacher who determines that the presence of an identified special education student adversely affects the class or believes that the identified student is not being adequately served in his/her class may request and be included on the student's IEP team.

4. Within five (5) days of the request, the classroom teacher and the IEP team will schedule a meeting to discuss the student.

5. Educational assistants will be assigned based on the recommendation of the IEP team.

6. Custodial care services will be assigned to personnel whose job descriptions require such services be performed, or by consent of the employee.

7. The Board shall annually provide training and/or staff development programs for employees whose duties are impacted by an IEP and/or special needs student. These days may coincide with or be in addition to the employee's professional development days at the option of the employee.

   Any employee whose duties include writing IEPs may utilize up to two (2) professional days for the purposes of writing, testing, and/or researching IEPs. Additional days may be granted in the sole discretion of the Superintendent.

   The teacher shall report to a District building in collaboration with their building principal for the preparation of the IEP(s).

8. The Board recognizes that some individuals with exceptional needs may not meet or exceed the growth projected in the annual goals and objectives of the student's IEP. In such instances, the employee's accountability shall be limited to having implemented the services provided by the Board.

J. Committee Service

1. By October 1 of every year, the Committee Review Board shall set criteria and determine which committees for that school year shall be compensated for their service. The Committee Review Board shall consist of the superintendent or the superintendent’s designee, a teacher representative of grades K-6, and a teacher representative of grades 7-12. The teacher representatives shall be named by the LTA. The Committee Review Board shall meet regularly throughout the school year to assess their criteria.

2. The members of the Committee that satisfy the criteria of the Committee Review Board shall be compensated as follows:

a. Effective September 1, 1999, time spent in Committee sessions shall be awarded as accrued sick leave.

b. The sick leave shall be earned on an hour-by-hour basis.

b. Seven hours of Committee time shall equal one day of sick leave.

d. The sick leave time will be awarded in half-day increments.

e. There will be a maximum of three sick days per year that may be earned.

f. Committee time will accrue in half-hour increments.

g. The Committee chairperson shall monitor and report the Committee members' time.

h. The sick days will be awarded by the last payday in June.

i. The award shall be for approved committees only.

j. Certified employees will have two choices for compensation for committee work:

(1) Sick day accrual up to 3 days

(2) Pay at the rate of seventeen dollars ($17.00) per hour. This payment will be made by the end of June each year.

K. Grant Writing

Each staff member who writes and receives grant**(**s**)** shall be awarded ten percent (10%) of the grant money up to a maximum of $200.00 for each grant received.

L. Hiring of Retired Teachers

1. Employment

The Board retains the right to re-employ retired teachers. The Board will make this determination on a case-by-case basis.

2. Salary Placement and Index

Retirees will be employed at Step 10 of the salary schedule if they retired with at least 30 years' experience or at Step 5 of the appropriate salary schedule if they

retired with less than 30 years' experience. The retirees will progress on the schedule as any other member of the bargaining unit.

The salary for an employed retiree will reflect the most recent education level (BA+10, MA, etc.) and will be adjusted when appropriate in accordance with the Negotiated Agreement.

3. Insurance

The employed retiree shall have the right to choose any of the insurance packages available from his/her retirement system. The Board of Education will reimburse the retiree 85% of the monthly insurance premium and the retiree will pay 15% of that monthly premium.

4. Contracts

The retiree will initially receive a one (1) year limited contract. Each year thereafter, upon re-employment, the retiree will receive a one (1) year limited contract.

5. Severance Pay

Employed retirees shall accrue sick leave pursuant to the Negotiated Agreement and the Ohio Revised Code. However, the employed retiree shall not be eligible for severance pay when they leave the employment of the Board.

6. Reduction in Force

An employed retiree shall not accrue any seniority rights while working as a retiree. In the event of a reduction in force, retirees shall have the lowest seniority in the bargaining unit.

7. Negotiated Agreement

All terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to all employed retirees unless expressly so stated above.

M. Health and Safety

The Lexington Board of Education is committed to providing a safe and healthy environment for staff and students. The Board will investigate and address health and safety issues of the staff when brought to them.

N. Labor Management Committee

1. An informal committee shall be established as an aide to communications between the Administration and the Association. Membership of the committee shall consist of the Superintendent (or designee) and a maximum of four (4) persons appointed by the Superintendent, plus the LTA President (or designee) and a maximum of four (4) persons appointed by the Executive Committee of the L.T.A.

2. This committee shall meet upon request by either party not more than one (1) meeting per month. The agenda shall be set by co-chairs, the Superintendent (or designee), and the Association president (or designee). The agenda shall be established one (1) week prior to the meeting. Additional items may be added with the agreement of both parties. Agenda items will consist of district-wide issues, or building issues, only after any issue has been discussed at the building level prior to being brought to the L.M.C.

3. The purpose of this committee is to assist in the process of open communications between the parties. The meetings shall consist of joint informal discussions in order to address and/or alleviate issues or concerns of either party. These discussions shall in no way be construed as negotiations, and no decisions coming forth may in any way modify, add to, or delete anything contained in the Negotiated Agreement.

4. Joint training shall be provided by FMCS. The purpose of the training will be to provide the parties with an effective format for conducting productive and respectful discussions between the administration and the Association. Additional training may be requested by either party.

## ARTICLE VIII-LEAVE PROVISIONS

A. Sick Leave

1. Each teacher, employed by the Board, shall be entitled to fifteen (15) days' sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month.

2. The Board shall, by regulation, allow its full-time teachers an advance of eight (8) days of sick leave which has not yet actually been earned. This will apply to both new teachers who have not yet earned leave, and teachers who have exhausted all the leave they have earned. The request for the advance shall be in writing and signed by the employee. Included on the request form shall be a schedule to “pay back” the advance. The form shall be counter-signed by the Treasurer and the employee shall receive a copy. Teachers sharing a job pursuant to Article VI (E) will be allowed an advance of eight (8) one-half (1/2) days.

3. Sick leave shall be granted to each teacher for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family.

4. Immediate family, for the purpose of this contract, shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandchildren, nieces, nephews, aunts, uncles, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents, stepchildren, or any relative living under the same roof as the teacher.

5. Utilization of Sick Leave for Reason of Pregnancy - The Board shall grant sick leave for pregnancy in an amount of days up to the number of sick leave days accumulated by the teacher. In no case will the amount of sick leave granted be in excess of that accumulated by the teacher.

6. Sick leave shall be cumulative to two hundred seventy (270) days. For the purpose of severance pay the maximum sick leave accumulation shall remain at 250 days.

7. When an employee has been absent for more than five (5) consecutive workdays because of personal illness/injury, he/she must provide a doctor's excuse, as soon as the employee is physically able, verifying the need for and length of continuing absence to the Treasurer's office.

B. Teacher(s) Emergency Security Program (Emergency sick leave pool)

The Teacher Emergency Security Program is designed to assist teachers who experience a serious accident, major illness, or major family accident or illness for which they do not have adequate sick leave as covered under Article VIII of this contract. Teacher shall notify LTA executive committee as or before assistance is needed to review and approve use of the Teacher(s) Emergency Security Program using criteria detailed below.

Use of days from the program will be limited to serious personal illness or accident of the teacher, spouse, the teacher's children and parents. To be eligible a teacher must have used all available sick leave, earned and borrowed and involve a specific illness or injury of 20 consecutive days or more. The amount of sick leave awarded under this program shall not exceed the number of days remaining in the current school year or no more than 120 days. If an injury or illness continues into a subsequent school year, the teacher must reapply for approval to use sick leave pool days and eligibility must be re-certified. There shall be a lifetime cap of 120 days withdrawn from the bank per employee.

Emergency sick leave shall be approved for all teachers who have:

1. Used all available sick leave earned and borrowed;

2. Presented a physician's certificate indicating an absence due to an illness or accident that will last or exceed twenty (20) consecutive days;

3. Contributed to the sick leave pool of this program. Eligibility is to be based on the contribution of one (1) sick day by September 1 of each school year. In the case of new employees hired, such contribution must be made within 15 days of their hiring by the Board (see Appendix F).

The sick leave pool is formed from the contribution of one day of accumulated sick leave from each teacher who wishes to participate in the program. Once a day has been contributed to the emergency sick leave program it cannot be withdrawn.

Teachers are not eligible to use the emergency sick leave program if:

1. They have not donated a day of accumulated sick leave;

2. The surgery and/or procedure is elective;

3. They are voluntarily absent for any reason;

4. It is routine maternity;

5. The specific injury or illness is not 20 consecutive days or more;

6. They are eligible for any other paid leave or compensation that is equal or exceeds their normal salary.

The number of days permitted to accumulate in the sick leave pool shall be mutually determined by the Association and the Board on an annual basis. Teachers new to the program must make an initial contribution to be eligible. Should the pool become exhausted during a school year, each teacher who is a participant of the program will be required to contribute another day to the pool to maintain good standing in the program. Participants may withdraw prior to September 1 of any year. By agreement of the Board and the Association, the required contribution of an additional day will be waived for previous plan participants.

Any of the requirements of this program shall not have an impact on the administration of sick leave as contained in Article VIII of the Contract.

C. Personal Leave

1. Each teacher shall be granted up to three (3) days of personal leave per school year. Personal leave shall not be cumulative. Personal leave may not be used for leisure or recreation without prior approval of the superintendent or his/her designee and may not be used to work another job, including self-employment.

2. The teacher shall notify the Superintendent, or his designee, of his/her intent to use personal leave via the Kiosk system.

3. Notification should be at least five (5) days in advance, except in emergency situations. In emergency situations, the Kiosk notification shall be completed by the teacher upon return to work.

4. The parties to this Agreement, the Board and the Association, strongly discourage the use of personal leave before or after a vacation or holiday and during the first two and the last two weeks of the school year. Personal leave during these times will only be granted by the Superintendent for extenuating circumstances, in cases of absolute necessity. The Superintendent will provide, in writing to the employee and LTA President, the reasons for denial of personal leave under this section.

5. Personal leave shall be submitted via Kiosk to the building principal. The following shall be reasons for personal leave: educational business, family matters, personal business, financial matters, legal matters, and emergencies.

6. Once approved, a notice shall be sent via email to the employee.

7. Personal leave will not be granted on a teacher in-service and/or teacher conference day except in special circumstances that requires the absence of the teacher.

8. Personal leave shall be granted in half (1/2) day and full day amounts.

9. If an employee does not work the entire contract year, the personal days will be prorated. If an employee leaves the employment of the Board and has not earned all of the personal days used, the employee shall reimburse the Board for the used unearned day(s) at the per diem rate.

10. Any teacher who has unused personal leave at the conclusion of the year shall have the option of:

    a. The member shall be paid at the rate of $100.00 per day of any unused personal leave, or

    b. choose to roll any accumulated but unused personal leave into their accumulated sick leave.

D. Professional Leave

Teachers who wish to participate in professional meetings, workshops, visitations, conferences, and clinics pertaining to their particular teaching fields on days when school is in session shall submit to their building principal(s), two (2) weeks in advance of the

scheduled activity, a written request to attend. The principal shall forward the request to the Superintendent within five (5) workdays. This request shall state the nature of the event, the dates when attendance is required, where the event is to take place, the date of the request itself, and the name of the teacher making the request; also to include anticipated expenses.

Approval for such leave shall be granted according to the following:

1. The activity must pertain to the area in which the teacher submitting the request is working.

2. The entire school, department or grade level staff, and students shall profit from such attendance by a teacher.

3. Approval to attend such meetings shall include payment of the teacher's salary while he is in attendance. A substitute teacher shall be paid to assume the teacher's responsibilities while he is absent.

4. Teachers attending such meetings shall report items of interest to grade level teachers, department staff, building staff, or the entire school staff, provided the nature of such a meeting is of interest. If such a report is desired, the building principal concerned shall schedule a meeting at a time convenient to the majority of teachers involved.

5. Reimbursement for expenses will be made according to the following schedule upon presentation of receipts to the Treasurer of the Board:

   Room…….$80 a day maximum

   Meals…….$7 breakfast, $8 lunch, $15 dinner to a maximum of $30 per day
   Registration fee .....Will be paid by the Board

   Travel .....The IRS rate per mile and/or cost of common carrier ticket to a maximum of $250

   Miscellaneous .....$15 a day maximum (parking, taxi, etc.).

6. Professional leave reimbursement will not be granted when all funds that have been appropriated for professional leave in the Board's Annual Appropriations Budget have been spent.

7. This request form will be returned to the teacher following the next Board meeting or immediately following any rejection at the administrative level. Reasons shall be given in the event the request is rejected.

E. Assault Leave

Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence.

A teacher shall be granted assault leave according to the following rules:

1. The incident, resulting in the absence of the teacher, must have occurred during the course of employment with the Board.

2. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such an assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.

3. If the teacher receives medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician, stating the nature of the disability and its duration, may be required before assault leave payment is made.

   Following the initial examination by the licensed physician, the teacher must be re-examined every twenty (20) days by a licensed physician until it is determined that he is able to return to work. In no instance may the assault leave exceed one hundred twenty (120) working days.

4. A teacher shall not qualify for payment of used assault leave until the assault leave form has been submitted.

5. Said teacher shall not be permitted to accrue assault leave.

6. The teacher will be maintained on full pay status with fringe benefits during the period of the paid assault leave. The teacher, during this period, may not perform any duties related to any other job during the school day.

7. The teacher agrees to sign a statement indicating a willingness to participate and cooperate with the Board if the Board decided to pursue legal action against the assaulter.

8. When Workers' Compensation reimburses the teacher in any amount for time lost during the assault leave, the Board shall pay the difference between the teacher's

full pay for the period of assault leave and the amount paid by Workers' Compensation.

9. Payment shall be discontinued when the teacher elects to retire or is no longer under contract with the Board.

10. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16 of the Revised Code.

F. Maternity/Paternity/Adoption Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Article VIII, a teacher who is pregnant or who adopts a child of preschool age or has given birth to a child or is the father of a newborn, shall, upon request, be granted a leave of absence without pay for maternity or paternity or adoption reasons. Such leave may begin at any time after the onset of pregnancy or if adoption, receipt of custody, and to continue, at the option of the teacher, for up to one (1) full year. This leave period may be extended for one (1) additional year upon application for extension.

If the teacher so elects, maternity/paternity/adoption leave may begin when the sick leave expires or is terminated, if applicable.

2. Time Period for Filing Application

Application (see Appendix E) for maternity/paternity/adoption leave should be made fifteen (15) days, if possible, prior to the requested beginning of maternity/paternity/adoption leave or extension of same.

3. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity/adoption leave. Teachers on maternity/paternity/adoption leave may continue to participate in employee Board paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due.

4. Reinstatement

Upon return from approved maternity/paternity/adoption leave the teacher shall be entitled to reinstatement to the same position which he/she held prior to the leave if the position is still in existence. If the said position has been abolished, the returning teacher shall be appointed to an equivalent certificated position for which he/she is certified to teach. Such leave time shall not apply to seniority, but the teacher's continuous employment with the Board will not be interrupted.

Upon return to service, the teacher shall resume the contract status which he/she held prior to such leave.

G. Leave of Absence

1. A teacher shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. At the option of the teacher, such leave shall be for a maximum of two (2) consecutive school years. Said leave will be granted in accordance with the provisions of this section and Ohio Revised Code 3319.13.

2. A written application must be made to the Superintendent or his/her designee on the negotiated form at least thirty (30) days prior to the effective date of the leave. This requirement may be waived in cases of emergency (see Appendix E).

3. Teachers who take leave under this section shall be eligible to continue in Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date in accordance with law.

4. At the expiration of the approved leave the returning teacher shall be granted his/her position held prior to the leave if the position is still in existence. If said position has been abolished, the returning teacher will be appointed to an equivalent certificated position for which he/she is certified to teach. Such leave time shall not apply to seniority but the teacher's continuous employment with the Board shall not be interrupted. Upon return to service, the teacher(s) shall resume the contract status which he/she held prior to such leave (with regard to salary, benefits, the terms of the teacher's contract, and the provisions of this contract).

5. Any teacher on a leave of absence shall notify the Superintendent in writing by no later than April 1 of either:

   a. his/her intention to return to work at the beginning of the next school year

   b. his/her request for leave of absence for an additional school year

   c. his/her resignation from employment.

Failure to comply with this provision shall constitute a resignation effective at the end of the current leave.

H. Leave for Professional Improvement

1. A teacher who has completed five (5) years of service in the public school system and two (2) of which were in Lexington, may be granted a leave of absence without pay not to exceed two (2) semesters for the purpose of professional improvement.

2. The teacher shall submit to the Superintendent a written plan for professional growth prior to such leave and at the conclusion of said leave provide evidence that the plan was followed.

3. No more than three percent (3%) of the teachers at any one time shall be granted such leave.

4. The intent to use such leave shall be submitted to the Superintendent at least ninety (90) days prior to the commencement of such leave.

5. Upon return from such leave, the teacher shall retain the same status, no loss in seniority, and retention of all previous and/or new benefits of employment.

6. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the premium(s) by the teacher. Said premium(s) will be payable by the fifteenth day of each month to the office of the Treasurer.

I. Jury Duty Leave

Any teacher who has to serve jury duty shall be granted leave for such duty without loss of compensation, sick leave, personal leave, any other leave provisions, and/or any other benefits of employment, in accordance with Section 3313.211 of the ORC. Any teacher serving jury duty shall present to the Treasurer the compensation received for serving such jury duty. The voucher shall be presented to the Treasurer within five (5) days of receipt. At that time, the Treasurer will reduce the teacher's subsequent payroll check by the amount of the compensation/voucher, and the teacher will retain the compensation received for service on the jury.

J. Compulsory Absence Resulting From Subpoena

Any teacher served with a subpoena arising from a school related matter and resulting in an involuntary absence of the teacher, the teacher will be paid full salary less any compensation received for the appearance. Such time will not be charged to any other leave.

K. Military Leave

1. Any teacher who is called into the Armed Services of the United States shall be granted leave of absence, without pay, for the period of such absence.

2. Requests for military leave shall be submitted to the Superintendent of Schools in writing accompanied by official orders for induction.

3. Upon release from active service with a discharge other than dishonorable, a teacher shall be reinstated in a comparable position to the one held at the time of

induction if application for reinstatement is made within ninety (90) days of discharge.

4. Upon such application, the teacher shall be reemployed at the first of the next school year if the application is made not less than thirty (30) days prior to the beginning of the school year.

5. All years of active military service in the Armed Forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years, shall be counted as teaching service credit. For purposes of this calculation, a partial year of active military service of eight (8) months or more in the Armed Forces shall be counted as a full year and need not be within a calendar year.

6. The rights under this provision will terminate upon any voluntary extension of such military service.

7. The Board, in accordance with Ohio Revised Code 3319.14, may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the Armed Forces or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code and Article VI of this contract.

8. All teachers who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate shall be calculated on the basis of the difference between the teacher's full salary and compensation received for military duty.

L. Family and Medical Leave

The Board and teachers shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family and Medical Leave Act (FMLA) of 1993 and in accordance with the following provisions of this article.

The election of an employee to use the grievance procedure of this agreement to enforce the rights under this section shall be deemed a waiver of the right to enforce the rights through the courts and the filing of suit under the family and medical leave law shall be deemed a waiver to proceed under the grievance procedure of this agreement.

1. The following definitions apply wherever used in this article.

   a. Eligible teacher: a teacher who has been employed by the Board for more than twelve (12) months of active service and who has actually worked

more than 1250 hours in the previous twelve (12) months. Such teacher may be referred to as "teacher" in this article.

b. Immediate family: child, spouse, or parent.

c. Child: a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or who is 18 years of age or older and incapable of self-care because of a mental or physical disability.

d. Parent: the biological parent of a teacher or an individual who stood in loco parentis to the teacher when the teacher was a child.

e. Health care provider: a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate by the state in which the doctor practices or such other person determined by the secretary of labor to be capable of providing health care services).

f. Serious health condition: illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

g. Reduced leave schedule: a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a teacher.

2. Entitlement to Leave

An eligible teacher shall be entitled to twelve (12) calendar weeks of unpaid leave during any twelve (12) month period; the twelve (12) month period shall be counted from the first day of usage. The leave shall be for one or more of the following reasons:

a. The birth of a child of the teacher or spouse and in order to care for such child within one year of birth;

b. The placement of a child with the teacher for adoption or foster care within one year of placement;

c. To care for the teacher's spouse, child, or parent who has a serious health condition; or because of the teacher's own serious health condition that renders the teacher unable to perform the functions of his/her position.

d. Eligible employees must use all otherwise available paid leave prior to the use of leave under this section. Such paid leave shall be deducted from the twelve weeks of leave provided by the Family and Medical Leave Act and this article. Any unpaid leave beyond 12 weeks in a year for these

purposes may be granted in accordance with other leave provisions of the agreement.

The Board will maintain the same medical, hospitalization, dental and life insurance coverages as the teacher would have if he/she was not on leave and the teacher shall pay any required contribution towards the premium on a timely basis.

3. Intermittent Leave

a. Leave under 'a' and 'b' of Section 2 above shall not be taken by a qualified teacher intermittently or on a reduced leave schedule unless the qualified teacher and employer agree otherwise.

b. Leave under 'c' and 'd' of Section 2 above may be taken intermittently or on a reduced leave schedule when medically necessary, subject to the notice requirement in Section d below concerning foreseeable leave.

c. Taking leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the qualified teacher is entitled beyond the amount of leave actually taken.

d. If a qualified teacher requests intermittent leave or leave on a reduced leave schedule for 'c' or 'd' of Section 2 above and the leave is foreseeable based on planned medical treatment, the Board may require such teacher to transfer temporarily to an available alternative position offered by the Board for which the teacher is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave than the teacher's regular position.

4. Foreseeable Leave

a. If the necessity for leave is foreseeable based on an expected birth or a placement for adoption or foster care, a qualified teacher shall provide the Board with thirty (30) days' notice, or as soon as practicable, of his/her intention to take leave before the leave begins.

b. If the necessity for leave under 'c' or 'd' of Section 2 above is foreseeable based on planned medical treatment, the qualified teacher shall provide medical certification and shall be provided in a timely manner.

c. Sufficiency of Certification

The certification in the case of a serious health condition of the teacher shall be sufficient if the certification states that a serious health condition prevented the teacher from being able to perform the functions of the

position of the teacher or that the teacher is needed to care for the child, spouse, or parent who has a serious health condition.

d. Cessation of Group Health Coverage

If a qualified teacher fails to return to work for any reason at the expiration of the family and medical leave period and if the teacher is not upon expiration of the family and medical leave period on paid sick leave under the sick leave provisions of this agreement, group health coverage will cease and the teacher will be informed of any right to continuation coverage under COBRA the teacher may have.

5. Limitations on Leave

a. Any leave commenced more than five weeks prior to the end of a school year and of at least three weeks duration may not end during the last three weeks of the school year except with the approval of the Superintendent.

b. Any leave commenced less than five weeks prior to the end of the school year and of at least two weeks duration may not end during the last two weeks of the school year except with the approval of the Superintendent.

6. Protection of Benefits/Employment

The Board will maintain the same medical, hospitalization, dental, and life insurance coverages as the teacher would have if he/she was not on leave and the teacher shall pay any required contribution towards the premium on a timely basis.

The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

The Board shall return the teacher taking a leave under this article to the same position he/she occupied prior to the leave.

M. Perfect Attendance Bonus

1. Each bargaining unit member will be granted a stipend of $500.00 based on perfect attendance if they do not miss a day of work during the school year. The stipend will be paid no later than the second pay of June following the end of each applicable school year.

2. This provision does not apply to absences due to:

a. Professional leave as approved by the Superintendent;
b. Association leave;

c. Court leave when under subpoena;
d. Jury duty leave; or,
e. Military leave.

## ARTICLE IX-SALARY AND FRINGE BENEFITS

A. Regular Salary

1. a. Effective for the 2025-2026 school year, the base salary shall be Thirty-Nine Thousand Three Hundred Forty-One Dollars ($39,341.00), an increase of two percent (2%).

b. Effective for the 2026-2027 school year, the base salary shall be Forty Thousand One Hundred Twenty-Eight Dollars ($40,128.00), an increase of two percent (2%).

c. Effective for the 2027-2028 school year, the base salary shall be Forty Thousand Nine Hundred Thirty-One Dollars ($40,931.00), an increase of two percent 2%).

d. The base salary amount indicated above shall be applied to the index specified in Appendix A.

e. The base salary for determining supplemental salaries shall be Thirty-three Thousand Five Hundred Dollars ($33,500) for the 2025-2026 school year, Thirty-Four Thousand Dollars ($34,000) for the 2026-2027 school year, and Thirty-Four Thousand Five Hundred Dollars ($34,500) for the 2027-2028 school year.

f. The Board may reopen negotiations for insurance, if insurance premium costs exceed an 8% increase from the prior year.

2. Payment of Salary

a. Paydays will be on the 5th and 20th of each month. When a payday is on a weekend, it will be moved up to Friday**.** When a payday is on a legal holiday, it will be moved up to the day before such holiday.

b. Direct Deposit/Payroll Deductions

(1) The Board will provide for the direct deposit to any three (3) accounts held by a teacher.

(2) Direct deposit is mandatory for all certified employees.

(3) All payroll deductions listed below shall be deducted from a teacher's/unit member's pay and mailed the day they are deducted:

(a) Insurance

(b) Richland County School Employees' Credit Union

(c) Tax-Sheltered Annuities

(d) Income Protection Plan

(e) OEA Fund for Children & Public Education (OEA FCPE)

(4) Professional organizational dues shall be deducted for ten (10) consecutive pays beginning in November.

3. Severance Pay

The Board shall pay to each teacher retiring with active service in the Lexington Local School District, forty percent (40%) of his/her total accumulated sick leave at the retiree's per diem rate of pay on the date of actual retirement. Such teacher will be eligible for payment upon the date of approval by the State Teachers Retirement System for retirement and the receipt of his/her first check from the Retirement System.

The employee will have two (2) options to receive severance pay.

First option: Employee elects not to annuitize any portion of severance pay

The Board shall pay to each teacher retiring with active service in the Lexington Local School District, forty percent (40%) of his/her total accumulated sick leave at the retiree's per diem rate of pay on the date of actual retirement. Such teacher will be eligible for payment upon the date of approval by the State Teachers Retirement System for retirement and the receipt of his/her first check from the retirement system. The employee will have 90 days from their date of retirement to produce proof of payment, otherwise will not be eligible for severance pay. It is understood that there will be exceptions in case of emergency and the employee is unavailable to provide such proof of retirement.

Second option: Employee elects to annuitize a portion of their severance pay

The Board shall pay to each teacher retiring with active service in the Lexington Local School District, forty percent (40%) of his/her total accumulated sick leave at the retiree's per diem rate of pay on the date of actual retirement. Such teacher must produce to the Treasurer's office an irrevocable election form sixty (60) days prior to your last day of responsibility. The maximum amount the employee can annuitize will be distributed to the annuity company of their choice, on the last

payday of their employment. The employee will have ninety (90) days from date of retirement to produce proof of retirement from STRS. It is understood that there will be exceptions in case of emergency and the employee is unavailable to provide such proof of retirement. If proof of retirement is not produced in the ninety (90) day period, proceedings will be initiated to collect the amount issued to the annuity company. Upon proof of retirement from STRS, the employee will be issued the remainder of his/her severance pay.

Their maximum allowable tax-sheltered annuity annual contribution amount as determined by the various federal code sections including, but not limited to 403(b) 402(g), 415 and 457.

These provisions can be amended as necessary in order to conform to any applicable federal and state laws.

The date of payment shall be at the request of the retiree but only one (1) payment shall be made to any teacher. Payment shall void all sick leave.

4. Staff Development

Graduate or undergraduate credit hours obtained by each teacher shall be reviewed upon receipt by the Board. Appropriate placement for each teacher on the salary schedule shall be made at the next regularly scheduled Board meeting, upon receipt of an official transcript. Any transcript received after the last day of a school year will not be in effect until the first day of the next contract year.

5. Experience Credit

a. All members of the bargaining unit shall receive one (1) year of service credit as follows:

(1) all years of teaching service in the Lexington Schools

(2) all years of teaching service in a chartered non-public school located in Ohio as a certified teacher

(3) all years of teaching service in another public school as a certified teacher

(4) all years of teaching service in a chartered school or institution or a chartered special education operated by the state, by a subdivision or other local governmental unit of this state as a certified teacher. For the purpose of this contract a year of teaching service shall mean 120 days or more of employment in a certified position.

(5) all years of active military service in the Armed Forces of the United States as defined by ORC 3317.02 to a maximum of five

(5) years (a year shall mean at least eight months of continuous service).

(6) The Board shall grant (10) ten years of the above experience with the Board having the option of granting any additional years above ten.

6. Period Substitute Pay

Substitute teachers shall be obtained in the absence of the regular teacher, inclusive of all special area classes and librarians. In emergency situations, the regular teachers may be asked by the building principal and/or immediate supervisor to serve as a substitute during the time they are not scheduled to have pupil contact. The teacher shall have the right to refuse such request if they so desire. If the teacher agrees to work in a substitute capacity, he/she shall be paid at the per diem rate of the BS-0 Step of the salary schedule per class period. A teacher shall be paid a minimum of one class period substitute pay, even though the assignment may be less than one class period, upon completion of the form provided by the Board for class period substitute pay.

7. College Credit Plus

Teachers teaching College Credit Plus (CCP) courses in a given school year will receive a stipend of $500.00 for each class period, of each semester a CCP course is taught during the school year, not to exceed a total stipend of $1,000.00 for the entire school year for any teacher of CCP courses. At the beginning of each semester, the High School Principal will provide the Treasurer a list of the CCP classes being offered for that semester and the teachers teaching those CCP courses. At the end of each semester, the High School Principal will notify the Treasurer of the CCP courses successfully completed and which teachers are to receive the appropriate stipend. The stipend will be paid at the end of each semester.

B. Extra Duty Pay Schedule

1. Any teacher performing duties listed in the extra duty pay schedule shall receive the indicated compensation for that responsibility and shall be issued a contract for said responsibility.
2. Compensation for activities added between negotiations shall be determined with mutual consent of the Association and the Board and shall be in accordance with the provisions of the contract.

3. Teachers shall not be required, as a condition of employment, to accept assignment to extra duty pay activities unless the activity is approved by the Board as a supplemental responsibility and the teacher agrees to accept such responsibility.

4. At the end of the supplemental duty period, the principal or his/her designee and the advisor may have a conference to review the seasonal assignment. Contracts for extra duty responsibilities are limited contracts and as such encompass the same terms and conditions of employment as do other teacher limited contracts.

5. Extra duty pay schedules are to be based upon the supplemental base of $33,500 (2025-2026), $34,000 (2026-2027), and $34,500 (2027-2028).

6. Extra duty pay will be included in their regular paycheck. This will result in employees getting one check each pay period.

7. Extra duty pay schedule (see Appendix B).

   Extra duty pay will be distributed on pay dates that coincide with first pay dates after the dates which appear in Appendix B.

8. All supplemental contracts shall expire at the end of the school year without notice of nonrenewal. If it is the intention of the Board not to offer a supplemental contract for the succeeding school year to a teacher who presently holds that contract, written notice shall be given to the teacher by June 15.

9. Current employees who have seven years' experience at a lower level (i.e., junior high school coaching) and move to a higher level (i.e., high school coaching), shall be placed at Step 4 in the new position.

10. New employees who have seven years' experience at a lower level (i.e., junior high school coaching) and move to a higher level (i.e., high school coaching), may be placed at Step 4 in the new position.

C. Fringe Benefits

1. Medical and Prescription Drug Insurance - The Board shall provide 85% of the funding level of family and single coverage for medical and pharmaceutical insurance for full-time teachers. The funding level of the plan will be determined by an independent actuary based upon experience and factors generally recognized by health actuaries. Such factors shall include plan administrative costs, stop loss insurance costs, and third-party administrator costs. The Board shall pay for such coverage for part-time teachers on a pro rata basis.

2. If a bargaining unit member elects to have an annual wellness exam completed by their physician, the Board shall provide One Hundred Dollars ($100.00) for bargaining unit members who complete such an annual wellness exam prior to the last day of December. This incentive will be paid within thirty (30) days of receipt of the physician-signed annual wellness exam form and one per calendar year.

3. The summary plan description of the medical and prescription drug insurance plan is attached as an appendix to this contract. The summary plan document and contract of the plan is incorporated herein by reference. Such plan will comply with the health plan standards required for National Committee for Quality Assurance (NCQA) accreditation, if feasible, and shall comply with the best practices of the School Employees Health Care Board (SEHCB).

   Upon execution, the union President shall receive a signed copy of the certificate of coverage along with any codicil, rider, MOU, or amendment made thereto during the life of the collective bargaining agreement. In addition, if the Employer utilizes the services of a health insurance broker, agent, or consultant, or the services of a consortium, the Union President shall receive signed copies in the manner noted above. In addition, if the Employer utilizes the services of a consortium to procure health insurance plans, the Union President shall receive signed copies of the consortium's articles of incorporation, constitution, and bylaws. Should the Board consider a change in carriers, the Board will notify the Association at least thirty (30) days prior to such change. If the Board changes carrier, a copy of the new contract shall be provided the Association within thirty (30) days of receipt of the contract by the Board.

4. Billing and Service Irregularities - Each bargaining unit member, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall review such statements for accuracy and determine whether or not they or their dependents received such services. If the bargaining unit member identifies a service that was billed for but not received and reports it to the appropriate office (i.e., the Treasurer and/or HIPAA Privacy Officer) and the erroneous charge (1) is not already being investigated by the appropriate health insurance company or third party administrator and (2) leads to the recovery of funds, the bargaining unit member shall receive a reward equal to fifty percent (50%) of the District's recovery, up to Seven Hundred Fifty Dollars ($750.00) per occurrence.

5. Group Life Insurance - The Board shall purchase from any licensed carrier in the State of Ohio, group life insurance for each teacher in the amount of $40,000.00. The full cost of this program and any increase thereof shall be paid by the Board. Such coverage shall include an option to convert upon retirement. Such licensed carrier shall provide the option that a teacher may increase their life insurance coverage, through payroll deduction, to a maximum of unlimited coverage, if possible, through present insurance carrier.

6. Dental Insurance - The Board shall purchase, through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications of the coverage that was in effect during the 1986-87 school year, for each member of the bargaining unit, now or hereinafter employed, and his or

her eligible dependents. The cost of family coverage will be split equally between the Board and the bargaining unit member.

7. Labor-Management Health Insurance Committee

A twelve (12) member Health Insurance Committee shall be maintained with four (4) representatives appointed by the Lexington Support Association and Lexington Teachers Association and four (4) representatives appointed by the Administration. At least one (1) member from each side shall also be a member of the party's bargaining team.

The purpose of the Committee shall be to improve the quality of health care and lower the cost of health insurance for all enrollees of any District health insurance plan. The duties of the Committee shall be to review and analyze all pertinent health care and health insurance information germane to the stated purpose of the Committee and recommend policy regarding health insurance and health care systems for the District.

The Committee shall accomplish this goal by meeting quarterly to review health insurance plan performance and identifying potential solutions to perceived problems. At its first meeting following the beginning of each year, the Committee shall elect its leadership team, including labor-management, co-chairs and a secretary. Based upon plan performance and a needs assessment of the health plan participants, the Committee shall develop annual objectives in line with its goals. In addition, it shall report its progress towards those objectives at the end of each calendar year.

The authority to bargain health insurance shall remain with the bargaining teams.

The Committee will continue for the life of the agreement. Between annual health plan renewals, the Committee shall collect complaints from plan participants in a regular fashion and submit them to the health insurance consultant. The Committee will receive a quarterly report from the consultant on the number and types of concerns forwarded to the appropriate health insurance company and the company's resolution of those issues.

The Administration shall provide the Committee with health and finance information as requested subject to applicable law. The Administration shall pay all reasonable costs incurred that pertain to materials and training in fulfilling the purpose of the Committee. Release time for the members of the Committee shall be made available such as to allow members to complete their purposes during the life of the current Collective Bargaining Agreement if the co-chairs deem it appropriate. Members of the Committee shall not be subject to any adverse impacts due to membership on said Committee. The Committee shall determine the duration and frequency of all regular meetings. Work products shall be furnished to the Administration and Association on a quarterly basis.

D. STRS Pick-up With Reduction

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the members of the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each such employee shall be fourteen percent (14%) of the teacher's compensation or as may otherwise be specified by law. The teacher's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No member of the bargaining unit covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings paid hereafter.

5. For Internal Revenue Service purposes, the W-2 form for each teacher shall reflect the actual amount as indicated on the negotiated salary schedule minus the STRS pick-up.

6. The negotiated salary schedule amount for each teacher shall be utilized for all other calculations for the purposes of compensation such as, but not limited to, unemployment compensation, worker's compensation, and severance pay.

7. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

E. In-service Growth Credit

The In-service Review Board shall be responsible for administering the provisions of this article.

1. In-service Review Board

   a. The In-service Review Board shall be made up as follows: one representative appointed by the Board, one representative of the local Superintendent, one principal appointed by the principals, one elementary teacher, one junior high teacher, and one senior high teacher. The teacher representatives shall be appointed by the Association Executive Committee. The In-service Review Board members shall be appointed

during the month of January for a term of two (2) years. Terms shall be staggered. A chairman will be elected by the Board at the May meeting. A majority vote of the total In-service Review Board shall be necessary for action. Complete records must be kept by the In-service Review Board on applications and actions taken for the purpose of establishing precedents and to ensure consistency.

The In-service Review Board shall post, within five (5) working days of each meeting, in each building, a list of the in-service growth activities which were approved and credits which were given.

The In-service Review Board shall report to the Board at their regular meetings immediately following In-service Review Board meetings of September, December, and May.

b. The In-service Review Board shall meet on the second Tuesday of September, December, and May. The chairman shall call the meetings when there are requests to consider, and shall notify In-service Review Board members and applicants of the time and place of meeting. The meetings shall be open to interested parties.

Requests for tentative approval which could not be anticipated before the regular meetings of the In-service Review Board will be considered at a special meeting of that Board. The chairman of the In-service Review Board will judge whether the application warrants special consideration, and notify the applicant of his decision, and the date, time, and place of the meeting, if set.

2. Procedure

a. Written application (for tentative approval) must be made to the In-service Review Board by the teacher requesting the credit. It should include a description of project, hours, and/or other pertinent information. All requests for in-service growth credit must be given tentative approval by the In-service Review Board prior to the participation in the activity by the teacher.

b. Applications for tentative approval of in-service growth credit shall be acted upon at the next regularly scheduled In-service Review Board meeting (except as noted in Section 1 b of this article). The In-service Review Board shall give written notification to the applicant of its decision within three (3) working days following the meeting.

c. After completion of the in-service activity, the teacher shall present a written report to the In-service Review Board. The report shall include details of the activity and include a statement concerning contribution to teaching improvement.

d. The In-service Review Board shall review the report at its next regularly scheduled meeting. They will accept or reject the final report, establish the specific index credit, and report to the Board (as stated in Section 1 a of this article).

3. Index for In-service Growth

a. In-service growth credit granted by the In-service Review Board may be from a minimum of actual cost incurred by the teacher to a maximum of 4% Index. Time spent on the project will be a consideration for compensation. If the committee fails to act within two months after the next scheduled meeting the teacher will automatically get the 4% Index.

b. Index credit for in-service growth shall be given the next pay period following the regularly scheduled Board meeting at which the In-service Review Board reports such credit allowable.

c. The index credit shall be figured on the supplemental base at the time of payment.

d. Index credit for in-service growth shall be given separate from any contracted payment.

e. In-service growth credit shall not be allowed where college credit is received which may be applied toward an increment in the regular salary schedule.

f. In-service growth credit is not continuing except upon new application.

g. Accumulated in-service growth credit shall not exceed .12 in any five (5) year period.

4. In-service Growth Activities

a. In-service growth credit will be allowed for activities solely initiated by the teacher.

b. In-service growth credit may be allowed for: professional writing; research; any published article or work of art; the development and giving of a professional address or lecture; development of original teaching devices, teaching procedures, or teaching units which will be shared with other teachers.

F. Tuition for Teacher's Children

When a teacher(s) desire to have his/her child(ren) enrolled in the Lexington Schools, the Board shall accept such child(ren) on a tuition free basis. The Board shall not be responsible for providing transportation to and from school for such child(ren). This provision shall become effective September 1990.

G. Tuition Reimbursement

To encourage further studies, teachers who have successfully completed additional training, i.e., graduate, undergraduate, or continuing education unit credit hours shall receive reimbursement for such additional training at the rate of two hundred twenty-five dollars ($225.00) per semester hour or one hundred fifty dollars ($150.00) per quarter hour. However, the maximum school year payment shall be one thousand two hundred dollars ($1,200.00) per member to a maximum of forty-one thousand dollars ($41,000.00) for each year of this contract with ninety (90) days to submit transcript after completion of course.

1. Course work shall be related to the teacher's assignment or shall be a part of a program that will result in an advanced degree in the field of education or recertification.

2. The course work shall be from an accredited college or university.

3. For the purpose of this section, a school year shall begin on July 1 of one year and end on June 30 of the following year.

4. To be eligible for tuition reimbursement, the teacher must submit a request for approval to the Superintendent or designee before the start of the course and a request for stipend payment for additional hours shall be submitted to the Board Treasurer following completion. Payment shall be made within sixty (60) calendar days after receipt of transcript. The teacher must get the prior approval of the Superintendent or designee in order to change the course that a request for tuition reimbursement has been approved.

5. Credit for conferences, workshops, seminars, etc., from an accredited college or university, will be applied if such credit is given and is related to the teacher's job responsibilities.

6. Any teacher who completes course work during the summer must return to work in the Lexington Local School District to be eligible to claim any reimbursement under this section.

H. Released Time - Staff Development

1. There will be one day scheduled the last week of every month, except in December for released time, staff development.

2. The purpose of the above early release times is for teachers to work on curricular or staff development. Teachers will be released at their regular time.

3. An organizational framework for these meetings will include an agenda to be developed by the staff in collaboration with the building principal.

4. Full attendance will be required for the entire meeting and will be turned in to building principals following each meeting. Minutes of the meetings will be turned in to the building principals for their review.

5. Item #1 will be a mutually agreeable date with the Superintendent and LTA President.

I. Notice of Intent to Retire or Resign

Any member of the bargaining unit who delivers to the Superintendent an irrevocable letter of intent to retire or resign at the end of the school year by no later than January 31st of that school year shall be paid a sum of one thousand dollars ($1,000) to be included in his/her final pay.

## ARTICLE X-TEACHER EDUCATION CERTIFICATION AND LICENSURE

A. The Board and the LTA agree to create, pursuant to R.C. 3319.22 a Local Professional Development Committee, hereinafter LPDC, during and after the 1997-98 school year.

B. LPDC's - The LPDC shall have three-fifths (3/5) of its membership identified as classroom teachers.

1. The LPDC shall consist of five (5) members, three teachers, a principal appointed by the Superintendent and the Superintendent or his designee.

2. The Association shall select the teacher members of the LPDC provided that there shall be at least one member who is currently teaching Grades PreK-6 and at least one member who is currently teaching Grades 7-12.

3. The Association, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members, subject to the membership requirements of paragraph 2.

4. The Superintendent shall determine the recall of the principal and Superintendent designee members.

5. If the Board of Education decides to join a collaborative professional committee covering several school districts, such collaborative committee shall supersede the committee formed under this article. After a one-year period the LPDC may

recommend to the Board that the districts discontinue its participation in the collaborative.

6. Teacher members shall serve terms of three school years provided that the initial appointments shall be one for one year, one for two years and one for three years.

7. The term of the principal and Superintendent designee shall be three years.

8. The LPDC (LPDC) shall determine the committee's structure, i.e., president, vice-president, chairperson, etc., and scope of its responsibilities as provided by law.

9. The decision(s) of the LPDC shall be by majority vote for/by consensus as determined by the LPDC.

10. The committee shall determine its meeting schedule with the approval of the Superintendent if a meeting is scheduled during the school day.

11. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled.

12. Each teacher member of the LPDC shall be paid an annual salary of $800.00.

13. IPDP Appeals Process: When a applicant's request for IPDP or CEU approval is denied by the LPDC:

    Step One: The applicant will make a written appeal to the LPDC with an option of a personal appearance to the LPDC to present his/her written appeal. The appeal must be submitted to the LPDC prior to the actual meeting date so that the request may be reviewed. It must also be submitted within 20 days after the initial rejection of the LPDC, as dated on the application.

    Step Two: In the case of a second rejection by the LPDC, the applicant may provide the written appeal to the LPDC Appeal Board of the Lexington Local School District.

    LPDC Appeal Board (3 persons, none to be members of the LPDC committee): The LPDC Appeal Board will be made up of:

    - the Superintendent or his/her designee
    - the LTA President or his/her designee
    - a third party <u>chosen by both Superintendent and LTA President</u>

    In the event of a teacher appeal, the third party will be represented by a member designated by the LTA. In the event of an administrator appeal, the third party will be represented by a member designated by the district Superintendent.
    The LPDC Appeal Board will be established at the September meeting of the

LPDC. Appeal Board members will be appointed for one (1) year terms. LPDC Appeal Board decisions are final and will end the appeals process for the applicant.

14. The LPDC shall approve all CEU programs, course work for all certificated/licensed employees, as well as other activities that may provide CEU's and the LPDC shall establish the criteria for the above programs.

15. The LPDC shall keep and retain records of its meetings, decisions, and recommendations as required by law.

C. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement except as provided by 4117.10(C) or as provided by this negotiated agreement.

D. National Board Certification Stipends

The Board shall reimburse fifty percent (50%) of the certification fee, which is not covered by another source, upon receipt of certification.

## ARTICLE XI–TEACHER EVALUATION

A. Definitions

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

2. Evaluation Framework: The Ohio Teacher Evaluation System (OTES), including the documents, forms, and guidance created and approved by the Ohio Department of Education (ODE) in 2020 or as otherwise modified by ODE, in accordance with section R.C. 3319.111 and 3319.112. OTES 2.0, OTES, and "Evaluation Framework" may be used interchangeably in this Article.

3. Evaluation Cycle: The walkthrough(s), also known as informal observations, formal observations of thirty (30) continuous minutes, and other components as required by the Ohio Revised Code and the Evaluation Framework to be used in teacher evaluation.

4. High Quality Student Data (HQSD): Data derived from instruments that have been rigorously reviewed and approved by the Evaluation Advisory Committee. The data provides evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught, HQSD shall include the value-added progress dimension. The teacher shall use at least one

other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education-approved student assessments, subject to Board approval.

5. Evaluation Rating: The final holistic-evaluation rating that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this Agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

6. Poorly Performing Teacher: 1) A teacher who receives a final holistic rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.

7. Evaluation Instrument: The forms developed by ODE and in the Ohio Evaluation System (OhioES), including the "Teacher Performance Evaluation Rubric." The agreed-upon teacher evaluation forms are located within the Ohio Evaluation System (OhioES).

8. Ohio Evaluation System (OhioES): The electronic system used by the District to submit the final written evaluation and rating to ODE.

9. Improvement Plan: Teachers develop an Improvement Plan to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take the corrective actions within the time specified in the Improvement Plan, the evaluator may make a recommendation either to dismiss the teacher or continue the plan. The agreed-upon form for the Improvement Plan is in the Ohio Evaluation System (OhioES)

10. Professional Growth Plan: Teachers develop Professional Growth Plans annually to help them identify areas of professional development that will enable them to enhance their practice. Teachers are accountable for implementing and completing the plan and should use it as a starting point for the school year. The agreed-upon form for the Professional Growth Plan is in the Ohio Evaluation System (OhioES)

B. Purpose & Application

1. The purposes of teacher evaluation are:

   a. To serve as a tool to advance the professional development of teachers.

   b. To give guidance in instructional planning.

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

d. To be used for retention and promotion decisions and for the removal of poorly performing teachers provided, however, that seniority shall not be a basis to retain or recall a teacher except when making decisions between teachers that have comparable evaluations.

2. Application

a. The teacher evaluation procedure contained in this Agreement applies only to members of the LTA bargaining unit who spend at least fifty percent (50%) of their time providing student instruction. Bargaining unit members who spend less than fifty percent (50%) of their time in teaching students shall follow the same evaluation portion of OTES. Any area marked N/A shall not negatively impact the evaluation rating.

b. Teachers on a leave of absence for at least fifty percent (50%) of the year, as determined by the Board, shall not be evaluated that year unless the teacher is being considered for nonrenewal.

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

d. The Board may elect to evaluate a teacher who receives a final holistic rating of "Accomplished" once every three (3) years. The teacher will be required to submit a self-directed Professional Growth Plan to the evaluator no later than September 30 of each year, and the evaluator will determine if the teacher is making progress on the plan. The Professional Growth Plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal holistic observation and post-conference in any year that such teacher is not fully evaluated. The post-conference will include a discussion of the teacher's progress on his/her Professional Growth Plan.

e. The Board may elect to evaluate a teacher who receives a final holistic rating of "Skilled" once every two (2) years. The teacher and evaluator will jointly develop a Professional Growth Plan for the teacher no later than September 30, and the evaluator will determine if the teacher is making progress on the plan. The Professional Growth Plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) holistic observation and post-conference in any year that such teacher is not fully evaluated. The post-conference will include a discussion of the teacher's progress on his/her Professional Growth Plan.

C. Evaluators

1. An evaluator, who is a non-peer, must be an OTES-credentialed, properly certified, contracted employee of the District.

2. The person who is responsible for assessing a teacher's performance ("evaluator") shall notify the teacher by September 15 of each school year, or in the case of a new teacher, within thirty (30) days of the first day worked and shall be:

   a. For those teachers with an evaluation rating of Skilled, Developing, or Ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate supervisor.

   b. For those teachers with an evaluation rating of Accomplished on their recent evaluation, the teacher shall select their evaluator from among the evaluators in the teacher's building not later than September 15 of each school year and notify the Superintendent or designee of said selection via e-mail.

   c. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

   d. The evaluator assigned to the teacher shall be the only evaluator for that teacher for all aspects of the evaluation procedure, except that in the event the evaluator is unavoidably absent from the District, an alternative evaluator shall be selected by the Superintendent or by the Accomplished teacher in accordance with Items 1 and 2.

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

D. Evaluation Advisory Committee

1. The Association and the Board agree to establish a standing joint Evaluation Advisory Committee for the purpose of reviewing any concerns regarding the policies and/or procedures of the evaluation process.

2. Committee Composition

   The committee shall be comprised by an equal number of Association and Board representatives not to exceed a total of five (5) from each side.

3. Committee Operation
   a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
   b. Members of the committee may receive one-time only OTES training prior to beginning their work. A request may be made to the Superintendent for additional training.

   c. The committee will establish by mutual agreement a meeting calendar.

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

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

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

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

   h. Minutes of meetings will be distributed to committee members, Association President, and District Superintendent within seven (7) days following meetings of the committee.

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

   j. Subcommittees will be jointly appointed by the Superintendent/ designee and the Association President/designee.

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

4. Committee Authority

   a. The committee is responsible for jointly reviewing and recommending the policy, procedure and/or process, and revisions to address concerns.

   b. The committee shall not have the authority to negotiate.
   c. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term

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

d. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this Agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the O.R.C. regarding the evaluation language may be bargained without opening the entire negotiated agreement. Any changes made or revision to the evaluation language shall be subject to ratification by the Board and the Association.

E. Criteria for Teacher Evaluation

1. A teacher's performance shall be assessed based on the Ohio Standards for the Teaching Profession and the criteria set forth in the OTES 2.0 Teacher Performance Evaluation Rubric, included in Appendix D to this Agreement.

2. All observation of the work performance of a teacher through the OTES process shall be conducted openly and with full knowledge of the teacher.

3. All results and conclusions of teacher evaluations must be documented and supported by evidence.

4. No video or audio recording shall be made or used at any time during the observation/evaluation process.

5. The OTES Self-Assessment form may be utilized by teachers as a resource but is not required; nor is the completion of such form or its contents to be used in determining evaluation outcomes.

F. High Quality Student Data (HQSD)

1. Each evaluation shall contain at least 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. HQSD must provide evidence of student learning attributable to the teacher being evaluated. HQSD may be used as evidence in any component of the evaluation where applicable.

2. The Evaluation Committee may provide a recommendation to the Superintendent on the use of a proposed vendor assessment prior to the submission to the Board of Education.

3. The teacher must use the data generated from the HQSD instrument(s) by:

   a. Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning;

   b. Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students;

   c. Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis; and

   d. Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards.

4. HQSD shall not be aggregated to provide "shared attribution" among teachers.

G. Observations

1. Schedule of Observations

   a. A minimum of two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations.

   b. The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference(s) or other sources selected by the evaluator.

   c. The second formal observation will be a focused observation in which the evaluator emphasizes identified focus area(s). Identified focus area(s) will be selected during the post-observation conference following the first formal holistic observation and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from their previous evaluation cycle) will select their own focus areas, which shall be no more than two (2). A teacher with a final evaluation rating of Skilled (from their previous evaluation cycle) will select focus area(s) in collaboration with his/her evaluator (no more than two (2)), with the evaluator having the final decision on which focus area(s) to include. A teacher with a final evaluation rating of Developing (from the previous year) will provide input into determining the focus area(s) ultimately selected by his/her evaluator, which shall be no more than three (3). A teacher with a final evaluation rating of Ineffective (from the previous year) shall have the focus area(s) selected by his/her evaluator, which shall be no more than three (3). A teacher new to the

profession or District shall select focus area(s) in collaboration with his/her evaluator, with the evaluator having the final decision on which focus area(s) to include, which shall be no more than two (2). Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final holistic evaluation rating.

d. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section. The third formal observation shall be a holistic or focused observation as determined by the evaluator and completed no later than April 30.

e. A teacher shall receive at least one (1) holistic observation and post-conference in any year in which the teacher is not due to be fully evaluated as provided herein. The post-conference shall include a discussion of the teacher's progress on their Professional Growth Plan.

2. Observation Conference

a. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. This conference will occur no later than one (1) week prior to the formal observation.

b. A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's Professional Growth Plan or Improvement Plan. This conference will occur no later than one (1) week following the formal observation.

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

H. Walkthroughs

1. A walkthrough is an informal observation in which an evaluator may assess one but not more than three (3) areas in the Teacher Performance Evaluation Rubric.

2. The walkthrough shall not exceed fifteen (15) consecutive minutes in duration.

3. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

4. The teacher shall be provided a copy of the completed walkthrough form which will focus on no more than three (3) areas of the Teacher Performance Evaluation Rubric. A post-walkthrough conference may be requested by the teacher or the evaluating administrator.

5. At least two (2), but no more than four (4), walkthroughs per school year shall occur for each teacher being evaluated.

6. The walkthrough/informal observation form is located within the Ohio Evaluation System (OhioES).

I. Finalization of Evaluation

1. Written Report

The evaluation shall be completed by May 1 and each teacher shall receive a written report of the results by May 10 of each school year in which an evaluation is due. The evaluator shall then submit the final written evaluation using OhioES and the teacher shall confirm receipt of same using OhioES.

2. Completion of Evaluation Cycle

a. The final holistic evaluation rating shall be based on evidence gathered by the evaluator during the evaluation cycle aligned to the Evaluation Framework. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10 and signed by both parties. Electronic signature (e.g. a "PIN") may be used.

3. Response to Evaluation

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

J. Annual Professional Development

1. Annual Professional Growth and Improvement Plans shall be developed as follows:

a. A teacher who is new to the profession or new to the District shall develop a Professional Growth Plan collaboratively with his/her evaluator no later than September 30 of the teacher's first year, utilizing the components determined by the District.

b. Teachers with a final holistic evaluation rating of "Accomplished" on his/her most recent evaluation shall develop a self-directed Professional Growth Plan no later than September 30 of each year and may choose their evaluators for the evaluation cycle as set forth in this Agreement.

c. Teachers with a final holistic evaluation rating of "Skilled" shall develop a Professional Growth Plan collaboratively with his/her evaluator no later than September 30 of each year.

d. Teachers with a final holistic evaluation rating of "Developing" shall be placed on a Professional Growth Plan by his/her evaluator no later than September 30 of each applicable year. The teacher shall have input into the development of the Professional Growth Plan.

e. Teachers with a holistic evaluation rating of "Ineffective" shall be placed on an Improvement Plan by his/her evaluators no later than September 30 of each applicable year. The Administration will assign the evaluator for the evaluation cycle and approve the Improvement Plan as set forth in this Agreement.

f. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the Improvement Plan, the teacher may request Union representation to facilitate further discussion between the teacher and the evaluator.

g. Teachers rated Accomplished or Skilled on his/her most recent evaluation shall develop a Professional Growth Plan with one to two areas of growth. Teachers rated Developing on his/her most recent evaluation shall develop a Professional Growth Plan with two areas of growth. Teachers developing an Improvement Plan shall include two to three areas of growth.

2. The Board shall provide for professional development to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this Agreement as well as allocate financial resources to support professional development, subject to approval of the Superintendent.

3. Mentor Teacher/Coach for Teachers on an Improvement Plan

a. The District shall provide a teacher on an Improvement Plan a Mentor Teacher/Coach if requested by either the evaluator or

teacher. The Mentor Teacher/Coach will be provided release time upon approval by the Superintendent or designee to allow for meetings/observations with the teacher placed on an Improvement Plan.

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

c. A Mentor/Coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

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

e. At any time, the Mentor/Coach or the teacher may exercise the option to have a new Mentor/Coach assigned to the teacher, without repercussion. The Mentor/Coach or teacher shall notify his/her Principal to exercise this option.

K. Due Process

1. A teacher may request a review of evidence gathered by their evaluator if a discrepancy is suspected by notifying his/her principal for a meeting. Thereafter, the principal shall meet with the teacher within ten (10) days to discuss the issue.

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

3. Any violation of either procedural or substantive due process shall be addressed through the grievance procedure.

## ARTICLE XII–CALAMITY DAYS

The first five (5) calamity days shall be waived. There shall be a maximum of five (5) calamity make up days per school year. The schedule for these make up days shall be provided to employees no later than November 1st of each school year. No additional compensation shall be provided to employees for these make up days.

## ARTICLE XIII–SCHOOL COUNSELOR EVALUATION

The District and its agents will conform to the requirements of the Ohio School Counsel Standards and Evaluation outlined in section 3319.113 of the Ohio Revised Code. All documents created will be in accordance with the Ohio Department of Education that establishes the standards-based framework for the evaluation of guidance counselors.

Due Process

A. A counselor may request a review of his/her evaluation if a discrepancy is suspected by notifying his/her principal for a meeting. Thereafter, the principal shall meet with the counselor within ten (10) days to discuss the issue.

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

C. Any violation of either procedural or substantive due process shall be addressed through the grievance procedure.

## ARTICLE XIV-EFFECTS AND DURATION OF CONTRACT

A. Duration of Contract

The terms of this contract shall be effective from September 1, 2025 through August 31, 2028.

B. Effects of Contract

The terms and conditions as set forth in this contract indicates the understanding that exists between the parties to this contract; however, it is further agreed that nothing contained in said contract should be interpreted to deny the Association or the teacher(s) of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision in accordance with ORC 4117.

C. Provisions Retention Clause

All provisions of the current contract not specifically submitted for negotiations by either the Board or the Association shall be automatically made a part of the successor contract.

D. Personnel Policies and Practices

Should there be a conflict between this contract and any such policy or practice, then the terms of this contract shall prevail.

E. Amendment Procedure

This contract may be amended or provision(s) altered only by the mutual consent of the Board and Association. Such amendment and/or altering may be 1) at the request of either the Board or the Association, or 2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of ORC 4117.14. All amendments to this contract will only be valid and binding on the parties if said amendment is reduced to writing, ratified by the parties, and executed by the parties.

F. Publishing the Master Contract

Costs for publishing the master contract between the Board and the Association will be shared, utilizing the printing equipment available when feasible. If the master contract is printed commercially, the costs of printing will be shared equally by the Association and the Board.

G. Contrary to Law

The Board and Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

In the event any clause(s) of this contract is found to be in violation of law, said clause(s) only shall be reopened for negotiations within ten (10) days by demand of either party. Such renegotiations shall otherwise conform to the negotiations procedure of this Agreement.

H. Term of Contract

The articles of this contract shall become effective at 12:01 a.m. September 1, 2025 following the ratification by both parties and the written execution thereof. This agreement is made and entered into at Lexington, Ohio, on this ____ day of_____, 2025 by and between the Board and Association.

I. Agreement

This contract between the parties is attested to by the representatives whose signatures appear below.

LEXINGTON
BOARD OF EDUCATION

By: _____
President
Date: 9-2-2025

By: _____
Superintendent
Date: 9-2-25

By: _____
Treasurer
Date: 9/2/25

LEXINGTON
TEACHERS' ASSOCIATION

By: Patrick J. Cannon
President
Date: 1.8.2026

By: _____
Negotiations Team Member
Date: 1.9.2026

By: _____
Negotiations Team Member
Date: 1-9-2026

## APPENDIX A

Teachers' Salary Index

| | BS DEG | BS+10 | BS+20 | MS DEG | MS+10 | MS+20 | MS+30 | MS+40 ED SP | DR DEG |
|---|---|---|---|---|---|---|---|---|---|
| STEP 0 | 1.0000 | 1.0300 | 1.0600 | 1.1000 | 1.1300 | 1.1600 | 1.1800 | 1.2000 | 1.2500 |
| STEP 1 | 1.0400 | 1.0700 | 1.1000 | 1.1500 | 1.1800 | 1.2100 | 1.2300 | 1.2500 | 1.3100 |
| STEP 2 | 1.0850 | 1.1150 | 1.1450 | 1.2000 | 1.2300 | 1.2600 | 1.2800 | 1.3000 | 1.3700 |
| STEP 3 | 1.1300 | 1.1600 | 1.1900 | 1.2500 | 1.2800 | 1.3100 | 1.3300 | 1.3500 | 1.4300 |
| STEP 4 | 1.1750 | 1.2050 | 1.2350 | 1.3000 | 1.3300 | 1.3600 | 1.3800 | 1.4000 | 1.4900 |
| STEP 5 | 1.2200 | 1.2500 | 1.2800 | 1.3600 | 1.3900 | 1.4200 | 1.4400 | 1.4600 | 1.5600 |
| STEP 6 | 1.2700 | 1.3000 | 1.3300 | 1.4200 | 1.4500 | 1.4800 | 1.5000 | 1.5200 | 1.6300 |
| STEP 7 | 1.3200 | 1.3500 | 1.3800 | 1.4800 | 1.5100 | 1.5400 | 1.5600 | 1.5800 | 1.7000 |
| STEP 8 | 1.3700 | 1.4000 | 1.4300 | 1.5400 | 1.5700 | 1.6000 | 1.6200 | 1.6400 | 1.7700 |
| STEP 9 | 1.4200 | 1.4500 | 1.4800 | 1.6100 | 1.6400 | 1.6700 | 1.6900 | 1.7100 | 1.8500 |
| STEP 10 | 1.4750 | 1.5050 | 1.5350 | 1.6800 | 1.7100 | 1.7400 | 1.7600 | 1.7800 | 1.9300 |
| STEP 11 | 1.5300 | 1.5600 | 1.5900 | 1.7500 | 1.7800 | 1.8100 | 1.8300 | 1.8500 | 2.0100 |
| STEP 12 | 1.5700 | 1.6000 | 1.6300 | 1.8000 | 1.8300 | 1.8600 | 1.8800 | 1.9000 | 2.1100 |
| STEP 15 | 1.6050 | 1.6350 | 1.6650 | 1.8400 | 1.8700 | 1.9000 | 1.9200 | 1.9400 | 2.1500 |
| STEP 18 | 1.6400 | 1.6700 | 1.7000 | 1.8800 | 1.9100 | 1.9400 | 1.9600 | 1.9800 | 2.1900 |
| STEP 21 | 1.6750 | 1.7050 | 1.7350 | 1.9200 | 1.9500 | 1.9800 | 2.0000 | 2.0200 | 2.2300 |
| STEP 24 | 1.7100 | 1.7400 | 1.7700 | 1.9600 | 1.9900 | 2.0200 | 2.0400 | 2.0600 | 2.2700 |
| STEP 27 | 1.7200 | 1.7500 | 1.7800 | 1.9700 | 2.0000 | 2.0300 | 2.0500 | 2.0700 | 2.2800 |
| STEP 30 | 1.7300 | 1.7600 | 1.7900 | 1.9800 | 2.0100 | 2.0400 | 2.0600 | 2.0800 | 2.2900 |

**APPENDIX A-1**

Teachers' Salary Schedule 2025-2026
Base $39,341
Effective September 1, 2025 School Year

| SALARY SCHEDULE 2025-2026 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Step** | **BS DEG** | **BS+10** | **BS+20** | **MS DEG** | **MS+10** | **MS+20** | **MS+30** | **MS+40 ED SP** | **DR DEG** |
| **0** | 39,341 | 40,521 | 41,701 | 43,275 | 44,455 | 45,636 | 46,422 | 47,209 | 49,176 |
| **1** | 40,915 | 42,095 | 43,275 | 45,242 | 46,422 | 47,603 | 48,389 | 49,176 | 51,537 |
| **2** | 42,685 | 43,865 | 45,045 | 47,209 | 48,389 | 49,570 | 50,356 | 51,143 | 53,897 |
| **3** | 44,455 | 45,636 | 46,816 | 49,176 | 50,356 | 51,537 | 52,324 | 53,110 | 56,258 |
| **4** | 46,226 | 47,406 | 48,586 | 51,143 | 52,324 | 53,504 | 54,291 | 55,077 | 58,618 |
| **5** | 47,996 | 49,176 | 50,356 | 53,504 | 54,684 | 55,864 | 56,651 | 57,438 | 61,372 |
| **6** | 49,963 | 51,143 | 52,324 | 55,864 | 57,044 | 58,225 | 59,012 | 59,798 | 64,126 |
| **7** | 51,930 | 53,110 | 54,291 | 58,225 | 59,405 | 60,585 | 61,372 | 62,159 | 66,880 |
| **8** | 53,897 | 55,077 | 56,258 | 60,585 | 61,765 | 62,946 | 63,732 | 64,519 | 69,634 |
| **9** | 55,864 | 57,044 | 58,225 | 63,339 | 64,519 | 65,699 | 66,486 | 67,273 | 72,781 |
| **10** | 58,028 | 59,208 | 60,388 | 66,093 | 67,273 | 68,453 | 69,240 | 70,027 | 75,928 |
| **11** | 60,192 | 61,372 | 62,552 | 68,847 | 70,027 | 71,207 | 71,994 | 72,781 | 79,075 |
| **12** | 61,765 | 62,946 | 64,126 | 70,814 | 71,994 | 73,174 | 73,961 | 74,748 | 83,010 |
| **15** | 63,142 | 64,323 | 65,503 | 72,387 | 73,568 | 74,748 | 75,535 | 76,322 | 84,583 |
| **18** | 64,519 | 65,699 | 66,880 | 73,961 | 75,141 | 76,322 | 77,108 | 77,895 | 86,157 |
| **21** | 65,896 | 67,076 | 68,257 | 75,535 | 76,715 | 77,895 | 78,682 | 79,469 | 87,730 |
| **24** | 67,273 | 68,453 | 69,634 | 77,108 | 78,289 | 79,469 | 80,256 | 81,042 | 89,304 |
| **27** | 67,667 | 68,847 | 70,027 | 77,502 | 78,682 | 79,862 | 80,649 | 81,436 | 89,697 |
| **30** | 68,060 | 69,240 | 70,420 | 77,895 | 79,075 | 80,256 | 81,042 | 81,829 | 90,091 |

## APPENDIX A-2

Teachers' Salary Schedule 2026-2027
Base $40,128
Effective September 1, 2026 School Year

| SALARY SCHEDULE 2026-2027 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Step** | **BS DEG** | **BS+10** | **BS+20** | **MS DEG** | **MS+10** | **MS+20** | **MS+30** | **MS+40 ED SP** | **DR DEG** |
| **0** | 40,128 | 41,332 | 42,536 | 44,141 | 45,345 | 46,548 | 47,351 | 48,154 | 50,160 |
| **1** | 41,733 | 42,937 | 44,141 | 46,147 | 47,351 | 48,555 | 49,357 | 50,160 | 52,568 |
| **2** | 43,539 | 44,743 | 45,947 | 48,154 | 49,357 | 50,561 | 51,364 | 52,166 | 54,975 |
| **3** | 45,345 | 46,548 | 47,752 | 50,160 | 51,364 | 52,568 | 53,370 | 54,173 | 57,383 |
| **4** | 47,150 | 48,354 | 49,558 | 52,166 | 53,370 | 54,574 | 55,377 | 56,179 | 59,791 |
| **5** | 48,956 | 50,160 | 51,364 | 54,574 | 55,778 | 56,982 | 57,784 | 58,587 | 62,600 |
| **6** | 50,963 | 52,166 | 53,370 | 56,982 | 58,186 | 59,389 | 60,192 | 60,995 | 65,409 |
| **7** | 52,969 | 54,173 | 55,377 | 59,389 | 60,593 | 61,797 | 62,600 | 63,402 | 68,218 |
| **8** | 54,975 | 56,179 | 57,383 | 61,797 | 63,001 | 64,205 | 65,007 | 65,810 | 71,027 |
| **9** | 56,982 | 58,186 | 59,389 | 64,606 | 65,810 | 67,014 | 67,816 | 68,619 | 74,237 |
| **10** | 59,189 | 60,393 | 61,596 | 67,415 | 68,619 | 69,823 | 70,625 | 71,428 | 77,447 |
| **11** | 61,396 | 62,600 | 63,804 | 70,224 | 71,428 | 72,632 | 73,434 | 74,237 | 80,657 |
| **12** | 63,001 | 64,205 | 65,409 | 72,230 | 73,434 | 74,638 | 75,441 | 76,243 | 84,670 |
| **15** | 64,405 | 65,609 | 66,813 | 73,836 | 75,039 | 76,243 | 77,046 | 77,848 | 86,275 |
| **18** | 65,810 | 67,014 | 68,218 | 75,441 | 76,644 | 77,848 | 78,651 | 79,453 | 87,880 |
| **21** | 67,214 | 68,418 | 69,622 | 77,046 | 78,250 | 79,453 | 80,256 | 81,059 | 89,485 |
| **24** | 68,619 | 69,823 | 71,027 | 78,651 | 79,855 | 81,059 | 81,861 | 82,664 | 91,091 |
| **27** | 69,020 | 70,224 | 71,428 | 79,052 | 80,256 | 81,460 | 82,262 | 83,065 | 91,492 |
| **30** | 69,421 | 70,625 | 71,829 | 79,453 | 80,657 | 81,861 | 82,664 | 83,466 | 91,893 |

## APPENDIX A-3

Teachers' Salary Schedule 2027-2028
Base $40,391
Effective September 1, 2027 School Year

| SALARY SCHEDULE 2027-2028 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Step** | **BS DEG** | **BS+10** | **BS+20** | **MS DEG** | **MS+10** | **MS+20** | **MS+30** | **MS+40 ED SP** | **DR DEG** |
| **0** | 40,931 | 42,159 | 43,387 | 45,024 | 46,252 | 47,480 | 48,299 | 49,117 | 51,164 |
| **1** | 42,568 | 43,796 | 45,024 | 47,071 | 48,299 | 49,527 | 50,345 | 51,164 | 53,620 |
| **2** | 44,410 | 45,638 | 46,866 | 49,117 | 50,345 | 51,573 | 52,392 | 53,210 | 56,075 |
| **3** | 46,252 | 47,480 | 48,708 | 51,164 | 52,392 | 53,620 | 54,438 | 55,257 | 58,531 |
| **4** | 48,094 | 49,322 | 50,550 | 53,210 | 54,438 | 55,666 | 56,485 | 57,303 | 60,987 |
| **5** | 49,936 | 51,164 | 52,392 | 55,666 | 56,894 | 58,122 | 58,941 | 59,759 | 63,852 |
| **6** | 51,982 | 53,210 | 54,438 | 58,122 | 59,350 | 60,578 | 61,397 | 62,215 | 66,718 |
| **7** | 54,029 | 55,257 | 56,485 | 60,578 | 61,806 | 63,034 | 63,852 | 64,671 | 69,583 |
| **8** | 56,075 | 57,303 | 58,531 | 63,034 | 64,262 | 65,490 | 66,308 | 67,127 | 72,448 |
| **9** | 58,122 | 59,350 | 60,578 | 65,899 | 67,127 | 68,355 | 69,173 | 69,992 | 75,722 |
| **10** | 60,373 | 61,601 | 62,829 | 68,764 | 69,992 | 71,220 | 72,039 | 72,857 | 78,997 |
| **11** | 62,624 | 63,852 | 65,080 | 71,629 | 72,857 | 74,085 | 74,904 | 75,722 | 82,271 |
| **12** | 64,262 | 65,490 | 66,718 | 73,676 | 74,904 | 76,132 | 76,950 | 77,769 | 86,364 |
| **15** | 65,694 | 66,922 | 68,150 | 75,313 | 76,541 | 77,769 | 78,588 | 79,406 | 88,002 |
| **18** | 67,127 | 68,355 | 69,583 | 76,950 | 78,178 | 79,406 | 80,225 | 81,043 | 89,639 |
| **21** | 68,559 | 69,787 | 71,015 | 78,588 | 79,815 | 81,043 | 81,862 | 82,681 | 91,276 |
| **24** | 69,992 | 71,220 | 72,448 | 80,225 | 81,453 | 82,681 | 83,499 | 84,318 | 92,913 |
| **27** | 70,401 | 71,629 | 72,857 | 80,634 | 81,862 | 83,090 | 83,909 | 84,727 | 93,323 |
| **30** | 70,811 | 72,039 | 73,266 | 81,043 | 82,271 | 83,499 | 84,318 | 85,136 | 93,732 |

**APPENDIX B**
Extra Duty Pay Schedule

| POSITION | EXPERIENCE – YEARS | | | |
|---|---|---|---|---|
| | 0 | 2 | 4 | 7 |
| *Track Coordinator | .16 | .18 | .20 | .22 |

*Per Memorandum of Understanding signed in the year 2001. In the event this position is not filled, it will not change the number of track coaches.

A. Varsity Coaches - High School

| | | | | | |
|---|---|---|---|---|---|
| 1. | Football | .19 | .21 | .23 | .25 |
| 2. | Basketball | .19 | .21 | .23 | .25 |
| 3. | Wrestling | .19 | .21 | .23 | .25 |
| 4. | Track | .13 | .14 | .15 | .16 |
| 5. | Baseball | .13 | .14 | .15 | .16 |
| 6. | Cross Country | .13 | .14 | .15 | .16 |
| 7. | Golf | .10 | .11 | .12 | .13 |
| 8. | Tennis | .10 | .11 | .12 | .13 |
| 9. | Volleyball | .14 | .15 | .16 | .17 |
| 10. | Softball | .13 | .14 | .15 | .16 |
| 11. | Soccer | .14 | .15 | .16 | .17 |
| 12. | Swim Coordinator | .13 | .14 | .15 | .16 |
| 13. | Varsity Bowling | .10 | .11 | .12 | .13 |

B. Assistant Coaches - High School

| | | | | | |
|---|---|---|---|---|---|
| 1. | Football | .13 | .14 | .15 | .16 |
| 2. | Basketball, Boys, Girls | .13 | .14 | .15 | .16 |
| 3. | Wrestling | .10 | .11 | .12 | .13 |
| 4. | Track | .10 | .11 | .12 | .13 |
| 5. | Baseball | .10 | .11 | .12 | .13 |
| 6. | Volleyball | .10 | .11 | .12 | .13 |
| 7. | Varsity Soccer Assistant | .10 | .11 | .12 | .13 |
| 8. | JV Soccer | .10 | .11 | .12 | .13 |
| 9. | Softball | .10 | .11 | .12 | .13 |
| 10. | Weight/Strength<br>Four (4) separate three-month sessions<br>(August - October, November - January,<br>February - April, May - July)<br>Three (3) two-hour sessions per week. | .04 | .045 | .05 | .055 |

| POSITION | EXPERIENCE – YEARS | | | |
|---|---|---|---|---|
| | 0 | 2 | 4 | 7 |
| 11. Swim Assistant | .10 | .11 | .12 | .13 |
| 12. Dive Assistant | .10 | .11 | .12 | .13 |
| 13. Softball/Baseball Assistants | .10 | .11 | .12 | .13 |
| 14. Cross Country | .10 | .11 | .12 | .13 |
| C. Freshman Coaches - High School | | | | |
| 1. Football | .09 | .10 | .11 | .12 |
| 2. Basketball | .09 | .10 | .11 | .12 |
| 3. Track | .07 | .08 | .09 | .10 |
| 4. Baseball | .07 | .08 | .09 | .10 |
| 5. Volleyball | .07 | .08 | .09 | .10 |
| 6. Soccer | .07 | .08 | .09 | .10 |
| 7. JV Golf | .07 | .08 | .09 | .10 |
| D. Junior High Coaches | | | | |
| 1. Football | .09 | .10 | .11 | .12 |
| 2. Basketball | .09 | .10 | .11 | .12 |
| 3. Wrestling | .07 | .08 | .09 | .10 |
| 4. Track | .07 | .08 | .09 | .10 |
| 5. Volleyball | .07 | .08 | .09 | .10 |
| 6. Cross Country | .07 | .08 | .09 | .10 |
| 7. Swimming | .07 | .08 | .09 | .10 |
| E. Cheerleading Advisors | | | | |
| 1. High School (Varsity/Reserve) | .10 | .11 | .12 | .13 |
| 2. Freshmen | .05 | .06 | .07 | .08 |
| 3. Junior High (7th & 8th) | .06 | .07 | .08 | .09 |
| F. Intra-School Coaches | | | | |
| 1. High School Intramurals (Boys) | .04 | .05 | .06 | .07 |
| 2. Elementary Intramurals (Boys) | .04 | .05 | .06 | .07 |
| 3. Elementary Intramurals (Girls) | .04 | .05 | .06 | .07 |
| 4. Elementary Wrestling | .04 | .05 | .06 | .07 |
| 5. Flag Football Coordinator (Boys) | .04 | .05 | .06 | .07 |
| 6. Adult Recreation Director | $231.00 | | | |

| POSITION | | EXPERIENCE – YEARS | | | |
|---|---|---|---|---|---|
| | | 0 | 2 | 4 | 7 |
| G. Athletic Directors | | | | | |
| 1. | H.S. Ass't. A.D. (includes 2 periods for AD in schedule and 10 days of extended time at the per diem rate the individual is on the salary schedule)** | .08 | .10 | .12 | .14 |
| 2. | Junior High A.D. (includes 1 period for AD in schedule) | .12 | .13 | .14 | .16 |

***Never proposed to be negotiated out; however, we are in agreement that no one is doing it.*
JV Coaches/Assistant Coaches are synonymous

| H. Music Department | | | | | |
|---|---|---|---|---|---|
| 1. | Marching Band Director | .19 | .21 | .23 | .25 |
| 2. | *Ass't. Marching Band Director | .13 | .14 | .15 | .16 |
| 3. | High School Instrumental Music Director | .10 | .11 | .12 | .13 |
| 4. | Band/Flag Core Advisor | .13 | .14 | .15 | .16 |
| 5. | High School Choir Director | .13 | .15 | .17 | .19 |
| 6. | Jr. High Orchestra | .02 | .03 | .04 | .05 |
| 7. | Ass't Instrumental Music Director (Approved 8/93) | .08 | .09 | .10 | .11 |
| 8. | Winter Guard | .05 | .06 | .07 | .08 |

| I. Other Activities | | | | | |
|---|---|---|---|---|---|
| 1. | Yearbook Advisor (H.S.) (2 Advisors) | .08 | .09 | .10 | .11 |
| 2. | Musical Director | .10 | .12 | .14 | .16 |
| 3. | Ass't Musical Director | .05 | .06 | .07 | .08 |
| 4. | Instrumental Musical Director | .025 | .03 | .035 | .04 |
| 5. | Bus Supervisor (Elementary | .05 | .06 | .07 | .08 |
| 6. | School Patrol (Elementary) | .03 | .04 | .05 | .06 |
| 7. | Building Tech Assistant | .05 | .06 | .07 | .08 |
| 8. | IAT Chairperson | .05 | .06 | .07 | .08 |
| 9. | ETR/MFE (Evaluation Team Report / Multi-Factored Evaluation Chairperson) – each building (ETR and MFE are interchangeable) | .05 | .06 | .07 | .08 |
| 10. | H.E.A.R.T. | .05 | .06 | .07 | .08 |
| 11 | Informed Teens | .04 | .05 | .06 | .07 |
| 12. | Math Counts – Grades 4-8 | .04 | .05 | .06 | .07 |
| 13. | CACY Advisor | .04 | .05 | .06 | .07 |
| 14. | Academic Challenge ($4^{th}$ $5^{th}$ $6^{th}$) | .04 | .05 | .06 | .07 |
| 15. | LPDC Supplemental Pay Stipend - $800 | | | | |

| POSITION | | EXPERIENCE – YEARS | | | |
|---|---|---|---|---|---|
| | | 0 | 2 | 4 | 7 |
| 16. | Building Head Teacher | .02 | .03 | .04 | .05 |
| 17. | Class Advisor - High School | .02 | .03 | .04 | .05 |
| 18. | Class Advisor - High School 11th & 12th | .05 | .06 | .07 | .08 |
| 19. | Junior/Senior Prom Advisor | .05 | .06 | .07 | .08 |
| 20. | Auditorium State Mgr. - High School | .04 | .05 | .06 | .07 |
| 21. | Chapter 1 Coordinator (Approved 6-27-91) | .02 | .02 | .02 | .02 |
| 22. | Academic Awards Coordinator – High School | .05 | .06 | .07 | .08 |
| 23. | Academic Awards Coordinator – Junior High | .03 | .04 | .05 | .06 |
| 24. | Approved Clubs: | .04 | .05 | .06 | .07 |

| Junior High | High School | |
|---|---|---|
| Spelling Bee | Industrial Arts | French |
| Photo | Spanish | F.T.A |
| Art | German | Chess |
| Student Council | Key Club | Math |
| **Destination Imagination | Destination Imagination | Leos |
| **Power of the Pen | Newspaper | Drama |
| **Academic Challenge | Student Council CHUMS | |
| CACY | Academic Challenge | Art |
| Math Counts (6-8) | National Honor Society | Leadership |
| Yearbook | Mock Trial | Dept. Chair |
| Robotics Club | | |

Eastern
Spelling Bee
Student Council
Running Club
Robotics Club

**Experience among these activities is interchangeable.

J. Extended Service

1. Guidance Counselors .20
   (Jr. High & H.S.) - 10 months
2. Librarians
   (Jr. High & H.S.) - 10 days at per diem pay

3. Elementary Librarians - two days prior to and two days after school year at per diem pay.
4. Elementary Counselors – 10 days extended time (5 at end of school year, 5 at beginning of school year) compensated at 7% of base salary.

Note: Additional salary allotment for extended service shall be computed by multiplying the earned index by the individual's position (experience and education) on the teachers' index schedule.

K. Extra-Duty Compensation for Above Positions

1. Experience outside of the Lexington Local School District in the same or greater capacity will be recognized in computing the index under the additional duties section.

2. Experience either within or outside of the Lexington Local School District in a lesser capacity will not be recognized in computing the index under the additional duties section.

3. Additional salary allotments for additional duties shall be computed by multiplying the earned index figure by the supplemental salary base.

4. Current employees who have ten (10) years' experience at a lower level (i.e., junior high school coaching) and move to a higher level (i.e., high school coaching) shall be placed at Step 4 in the new position.

5. New employees who have ten (10) years' experience at a lower level (i.e., junior high school coaching) and move to a higher level (i.e., high school coaching) may be placed at Step 4 in the new position.

6. Beginning with the 2000-01 school year, there will be two new supplemental positions: Building Technical Assistant and Intervention Assistance Team (I.A.T.) Chairperson. Rates will be zero years' experience - .05, after two years' experience - .06, after four years' experience - .07, after ten years' experience - .08. These positions will be posted and filled (see Appendix B).

L. Payment for Additional Duties

Payment for the performance of additional duties shall be paid the first pay after the following dates:

| | |
|---|---|
| Fall Sports | Three (3) payments - September 1, October 1, and November 20 |
| Winter Sports | Three (3) payments - December 15, January 15, and March 1 |

| | |
|---|---|
| Spring Sports | Three (3) payments - April 1, May 1, and June 15 |
| Cheerleader Advisor | First pay, November 20; second pay, March 1 |
| Clubs & Other Activities | 50% in first pay after end of first semester<br>50% in first pay after end of second semester |

**APPENDIX C**
Grievance Form

GRIEVANCE FORM

Grievance # _____

Name of Grievant ___

Building _____

A. Statement of Grievance

B. Relief Sought

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

STEP ONE
(Appropriate Supervisor)

Appropriate Supervisor _____

Date filed _____

Disposition of Supervisor:

_____ _____
Signature of Supervisor Date

STEP TWO
(Superintendent)

Position of Aggrieved and/or Association:

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

Disposition of Superintendent:

_____ _____
Signature of Superintendent Date

STEP THREE
(Board)

Position of Aggrieved or Association:

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

Disposition of the Board:

_____ _____
Signature of President Date

STEP FOUR
(Arbitration)

Position of Aggrieved or Association:

_____ _____

Signature of Aggrieved Date

_____ _____

Signature of Association President Date

## Self-Assessment Summary Tool

**Directions**: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify <u>two</u> priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:
Date:

**Ohio Teacher Evaluation System** | **Self Assessment**

| Standard | | Strengths | Areas for Growth | Priorities (Check 2) |
|---|---|---|---|---|
| Standard 1: Students | • Knowledge of how students learn and of student development<br>• Understanding of what students know and are able to do<br>• High expectations for all students<br>• Respect for all students<br>• Identification, instruction and intervention for special populations | | | |
| Standard 2: Content | • Knowledge of content<br>• Use of content- specific instructional strategies to teach concepts and skills<br>• Knowledge of school and district curriculum priorities and Ohio's Learning Standards<br>• Relationship of knowledge within the discipline to other content areas<br>• Connection of content to life experiences and career opportunities | | | |
| Standard 3: Assessment | • Knowledge of assessment types<br>• Use of varied diagnostic, formative and summative assessments<br>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction<br>• Communication of results<br>• Inclusion of student self-assessment and goal-setting | | | |
| Standard 4: Instruction | • Alignment to school and district priorities and Ohio's Learning Standards<br>• Use of student information to plan and deliver instruction<br>• Communication of clear learning goals<br>• Application of knowledge of how students learn to instructional design and delivery<br>• Differentiation of instruction to support learning needs of all students<br>• Use of activities to promote independence and problem-solving<br>• Use of varied resources to support learner needs | | | |
| Standard 5: Learning Environment | • Fair and equitable treatment of all students<br>• Creation of a safe learning environment<br>• Use of strategies to motivate students to work productively and assume responsibility for learning<br>• Creation of learning situations for independent and collaborative work<br>• Maintenance of an environment that is conducive to learning for all students | | | |

| Standard | | Strengths | Areas for Growth | Priorities (Check 2) |
|---|---|---|---|---|
| Standard 6: Collaboration & Communication | • Clear and effective communication<br>• Shared responsibility with parents/caregivers to support student learning<br>• Collaboration with other teachers, administrators, school and district staff<br>• Collaboration with local community agencies | | | |
| Standard 7: Professional Responsibility & Growth | • Understanding of and adherence to professional ethics, policies and legal codes<br>• Engagement in continuous, purposeful professional development<br>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement | | | |

## Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed ☐Jointly Developed ☐Evaluator
Guided

(Developing) (Accomplished) (Skilled)

| Choose the **Domain(s)** aligned to the goal(s). | | | |
|---|---|---|---|
| ☐Focus for Learning<br>☐Knowledge of Students<br>☐Lesson Delivery | | ☐Classroom Environment<br>☐Assessment of Student Learning<br>☐Professional Responsibilities | |
| Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession*** | Action Steps & Resources to Achieve Goal(s) | Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s) | Dates Discussed |
| | | | |
| Describe the alignment to district and/or building improvement plan(s): | | | |
| Comments: | | | |

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

*The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.*

## Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

**Section 1: Improvement Statement**—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

| Performance Standard(s) Addressed in this Plan | Date(s) Improvement Area(s) or Concern(s) Observed | Specific Statement of the Concern(s): Area(s) of Improvement |
|---|---|---|
| | | |

**Section 2: Desired Level of Performance**—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

| List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession*** | Beginning Date | Ending Date | Level of Performance: Specifically Describe Successful Improvement Target(s) |
|---|---|---|---|
| | | | |

**Section 3: Specific Plan of Action**—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

| Actions to be Taken | Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s) |
|---|---|
| | |

**Section 4: Assistance and Professional Development**—Describe in detail specific supports that will be provided as well as opportunities for professional development.

| |
|---|
| |

**Section 5: Alignment to District and/or Building Improvement Plan(s)**— Describe the alignment to district and/or building improvement plan(s).

| |
|---|
| |

**Comments:**

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

*The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.*

**Improvement Plan: Evaluation of Plan**

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____.
- ☐ Dismissal is recommended.

| Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action. |
|---|
| |

*I have reviewed this evaluation and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.*

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

*The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.*

# 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)**<br><br>*Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments* | **Use of High-Quality Student Data**<br><br>Element 1.1<br>Element 1.2<br>Element 1.3<br>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).<br><br>The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **Connections to prior and future learning**<br><br>Element 1.2<br>Element 2.1<br>Element 2.2<br>Element 2.4<br>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 |

| ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING | | | | | |
|---|---|---|---|---|---|
| **Domains** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| | | | | | experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **Connections to state standards and district priorities**<br><br>Element 2.3<br>Element 4.1<br>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.<br><br>The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum. |

| ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING | | | | | |
|---|---|---|---|---|---|
| **Domains** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| **KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)**<br><br>*Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys* | **Planning instruction for the whole child**<br><br>Element 1.2<br>Element 1.4<br>Element 1.5<br>Element 4.2<br>Element 4.4<br>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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

| 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)**<br><br>*Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review* | **Communication with students**<br><br>Element 2.2<br>Element 4.3<br>Element 4.6<br>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 inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. | 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 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 does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement. | 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 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 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. |

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | | | |
|---|---|---|---|---|---|
| **Domains** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| **LESSON DELIVERY** *(continued)* | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **Monitoring student understanding**<br><br>Element 3.2<br>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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **Student-centered learning**<br><br>Element 3.5<br>Element 4.5<br>Element 4.6<br>Element 5.3<br>Element 5.4 | Learning is entirely teacher directed. Students are not participating in learning activities.<br><br>There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated | Learning is primarily teacher directed. Students participate in whole class learning activities.<br><br>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.<br><br>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.<br><br>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 |

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | | | |
|---|---|---|---|---|---|
| **Domains** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| | | instructional strategies or resources. | | | resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | | | |
|---|---|---|---|---|---|
| **DOMAINS** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| **CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)**<br><br>*Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys* | **Classroom routines and procedures**<br><br>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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **Classroom climate and cultural competency**<br><br>Element 1.4<br>Element 5.1 | 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. |

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | | | |
|---|---|---|---|---|---|
| **DOMAINS** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| | Element 5.2 | 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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| **ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)**<br><br>*Possible Sources of Evidence: pre-conference, formal observation,* | **Use of assessments**<br><br>Element 3.1<br>Element 3.2<br>Element 3.3<br>Element 3.4 | The teacher does not use varied assessments.<br><br>The teacher fails to analyze data and makes little or no attempt to modify instruction to | The teacher makes limited use of varied assessments.<br><br>The teacher attempts to analyze data and modify instruction, though the | The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.<br><br>The teacher analyzes patterns to measure | 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.<br><br>The teacher analyzes data trends and patterns to measure targeted student learning, |

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | | | |
|---|---|---|---|---|---|
| **DOMAINS** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| *classroom walk-throughs/informal observations, assessments, student portfolios, post-conference* | | meet student needs.<br><br>The teacher does not share evidence of student learning with students. | modifications do not meet student needs.<br><br>The teacher shares evidence of student learning with students. | targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.<br><br>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs. | anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.<br><br>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **Evidence of student learning**<br><br>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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

| ORGANIZATIONAL AREA: PROFESSIONALISM | | | | | |
|---|---|---|---|---|---|
| **Domains** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| **PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)**<br><br>*Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review* | **Communication and collaboration with families**<br><br>Element 6.1<br>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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **Communication and collaboration with colleagues**<br><br>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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **District policies and professional responsibilities**<br><br>Element 7.1 | The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of | 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. |

| ORGANIZATIONAL AREA: PROFESSIONALISM | | | | | |
|---|---|---|---|---|---|
| **Domains** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| | | 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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| | **Professional learning**<br><br>Element 7.2<br>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. |
| | **Evidence** | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

# OTES 2.0 Teacher Performance Rating Definitions

In accordance with Ohio Revised Code 3319.112, the rubric describes four levels of teacher performance. Each performance rating can also be described in more general terms as a holistic rating of teacher performance:

| | | | |
|---|---|---|---|
| **Ineffective:**<br>This rating indicates the teacher fails to demonstrate minimum performance expectations.<br><br>A rating of **Ineffective** indicates the teacher consistently fails to demonstrate competency. The teacher is not effectively meeting the needs of his or her students. The teacher requires immediate assistance through ongoing intensive support. | **Developing:**<br>This rating indicates the teacher is working to utilize his or her growing knowledge and skills.<br><br>A rating of **Developing** indicates the teacher demonstrates competency in some of the teaching standards but needs improvement in others. The teacher attempts to meet the needs of the whole group. The Developing teacher is in the process of refining his or her skills and abilities. The teacher strives to improve his or her instructional and professional practice. The teacher may be making progress, but performance requires ongoing professional support for necessary growth to occur. | **Skilled:**<br>This rating is the rigorous and expected performance level.<br><br>A rating of **Skilled** indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most of the teaching standards. The teacher addresses the needs of groups of students. The Skilled teacher integrates knowledge, skills and abilities needed for effective classroom instruction. The teacher consistently strives to improve his or her instructional and professional practice. The Skilled teacher demonstrates purposefulness, flexibility and consistency. | **Accomplished:**<br>This rating is the highest level of achievement.<br><br>A rating of **Accomplished** indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most or all of the teaching standards. The teacher addresses the needs of individual students. The Accomplished teacher uses a strong foundation of knowledge, skills and abilities to innovate and enhance their classroom, building and potentially the profession. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school, building or district through the development and support of colleagues. The Accomplished teacher is a leader who empowers and influences others. |

FINAL March 27, 2020

## Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*
It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*
**The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:**

- ☐Align to learning standards
- ☐Measure what is intended to be measured
- ☐Be attributable to a specific teacher for course(s) and grade level(s) taught
- ☐Demonstrate evidence of student learning (achievement and/or growth)
- ☐Follow protocols for administration and scoring
- ☐Provide trustworthy results
- ☐Not offend or be driven by bias

**AND**

**The teacher must use the data generated from the high-quality student data instrument by:**

- ☐Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- ☐Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- ☐Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- ☐Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

## High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text.Evaluator Name: Click or tap here to enter text.
Content Area(s): Click or tap here to enter text.Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.

2. Click or tap here to enter text.

**The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:**

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

**AND**
**The teacher must use the data generated from the high-quality student data instrument by:**

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature: Date: Click or tap to enter a date.
HQSD Approval Signature: Date: Click or tap to enter a date.

# Sample Pre-Conference Questions to Guide a Coaching Conversation

**The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.**

## INSTRUCTIONAL PLANNING

**FOCUS FOR LEARNING**

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

**KNOWLEDGE OF STUDENTS**

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

## INSTRUCTION AND ASSESSMENT

**LESSON DELIVERY**

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

**CLASSROOM ENVIRONMENT**

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

**ASSESSMENT OF STUDENT LEARNING**

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

## PROFESSIONALISM

**PROFESSIONAL RESPONSIBILITIES**

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

# Walkthroughs/Informal Observations: Overview and Resources
# Ohio Teacher Evaluation System 2.0

## Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

## Guidelines for Walkthroughs/Informal Observations

### Informally Observe Teachers

Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

### Informally Observe Often

The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

### Focusing on Identified Areas for Support

Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

### Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

### Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

### Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

# Walkthroughs/Informal Observations
# Ohio Teacher Evaluation System 2.0

## Walkthrough: General Form

**Teacher Name:** **Grade(s)/Subject Area(s):** **Date:**

**Evaluator Name:** **Time Walkthrough Begins:** **Time Walkthrough Ends:**

**Directions:** This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

| EVALUATOR OBSERVATIONS | |
|---|---|
| ☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals | ☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking |
| ☐ Instructional time is used effectively | ☐ Information is presented in multiple formats |
| ☐ Teacher combines collaborative and whole class learning opportunities | ☐ Routines, procedures and transitions are consistent, effective and maximize instructional time |
| ☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident | ☐ Feedback is substantive, specific, timely and supports student learning |
| ☐ Lesson makes clear and coherent connections with student prior learning and future learning | ☐ Teacher selects, develops and uses multiple assessments |
| ☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students | ☐ Teacher uses differentiated instructional strategies and resources for groups of students |
| ☐ Other: | ☐ Other: |

| Identified Focus Area(s) and Aligned Evidence, if Applicable: |
|---|
| |

| Evaluator Summary Comments: |
| --- |
| |

**Evaluator Signature: _____**

☐ **Photocopy to Teacher**

## Walkthroughs/Informal Observations
## Ohio Teacher Evaluation System 2.0

### Walkthrough: Open-Ended Form

**Teacher Name:** **Grade(s)/Subject Area(s):** **Date:**

**Evaluator Name:** **Time Walkthrough Begins:** **Time Walkthrough Ends:**

| OBSERVATIONS |
| --- |
| |

| Evaluator Summary Comments: |
| --- |
| |

**Evaluator Signature: _____**

☐ **Photocopy to Teacher**

## Final Holistic Rating of Teacher Effectiveness—Full Evaluation

| | INEFFECTIVE | DEVELOPING | SKILLED | ACCOMPLISHED |
|---|---|---|---|---|
| **Formal Holistic Observation** (followed by conference) | ☐ | ☐ | ☐ | ☐ |
| **Formal Focused Observation**<br><br>**Focus Area(s):**<br>☐Focus for Learning<br>☐Knowledge of Students<br>☐Lesson Delivery<br>☐Classroom Environment<br>☐Assessment of Student Learning<br>☐Professional Responsibilities | ☐ | ☐ | ☐ | ☐ |
| **Professional Growth Plan (or Improvement Plan) Goal(s):**<br>(Goal prepopulates from the earlier entry) | | | | |
| **Evaluator Comments:** | | | | |
| **Teacher Comments:** | | | | |
| **Final Holistic (Overall) Rating** | INEFFECTIVE | DEVELOPING | SKILLED | ACCOMPLISHED |
| | | | | |

☐Check here if Improvement Plan has been recommended.

**Teacher Signature** _____ **Date** _____

**Evaluator Signature** _____ **Date** _____

# Planning for the Post-Conference
# Ohio Teacher Evaluation System 2.0

## Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

**Considerations**
Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

**Reflective Questions**
The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.
  1.
  2.
  3.
  4.
  5.

## Three Key Elements of the Instructional Post-Conference

### Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
   - Discuss identified focus area(s)
   - Ask self-reflection question/s
   - Provide evidence from notes
   - Share resources and supports

3. Present evidence and rating connected to the rubric.

## Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

| **Professional Growth Plan Goal(s) Alignment:** | **Dates:** | |
|---|---|---|
| **Mark Domain Area(s):**<br>☐Focus for Learning<br>☐Knowledge of Students<br>☐Lesson Delivery<br>☐Classroom Environment<br>☐Assessment of Student Learning<br>☐Professional Responsibilities<br><br>**Focus Area(s) Comments:** | Date of Observation:<br><br>Date of Conference:<br><br>**Comments:** | |
| **Professional Growth Plan Goal(s):** | (Goal(s) prepopulate from previous entry) | |
| **Progress on Professional Growth Plan Goal:** | ☐Progress Made<br><br>(By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.) | ☐Insufficient Progress Made<br><br>(By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.) |
| **Evaluator Comments:** | | |
| **Teacher Comments:** | | |

| **Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal**<br>• **Carry forward from previous rating** | **INEFFECTIVE** | **DEVELOPING** | **SKILLED** | **ACCOMPLISHED** |
|---|---|---|---|---|
| | | | | |

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

**Teacher Signature** _____ **Date** _____

**Evaluator Signature** _____ **Date** _____

**APPENDIX E**
Leave of Absence Form

LEXINGTON LOCAL SCHOOLS

APPLICATION FOR LEAVE OF ABSENCE

NAME _____ DATE _____

SCHOOL OR DEPARTMENT _____

I hereby request a Leave of Absence without pay beginning _____
Month
_____ and ending _____
Day Year Day Year

for the reason checked below:

_____ Illness, Disability*

_____ Pregnancy*

_____ Maternity/Paternity/ Adoption*

_____ Military*

_____ Professional, Educational Study

_____ Other (please specify)

_____

The applicant is advised to examine and comply with applicable provision(s) of the Negotiated Agreement before submitting such application.

*Without pay (Insurance continues by submitting premium to Treasurer.)

_____
Applicant's Signature

_____ Approved _____ Disapproved

_____
Superintendent
(per Board of Education resolution)

**APPENDIX F**
Donation and Application Form

LEXINGTON LOCAL SCHOOLS

EMERGENCY SECURITY PROGRAM
(Sick Leave Pool)

DONATION AND APPLICATION FORM

NAME _____ DATE _____

SCHOOL _____

DONATION

I hereby donate one (1) day of my accumulated sick leave so that I may be involved in the Emergency Security Program. I have also read the guidelines of the program and understand the intent of the program.

_____
Signature of Donator

---

NOTE: The remainder of this form is completed only when the teacher wishes to utilize sick leave days available in the Emergency Security Program.

---

_____ New Application _____ Renewal Application

APPLICATION

Reason(s) for Making Application _____
_____
_____
_____

Expiration date of accrued and/or advanced sick leave: _____
_____

Name and address of attending physician(s): _____
_____
_____

Expected date of return to work: _____

_____
Signature of Applicant

cc: Treasurer's Office

**APPENDIX G**

LEXINGTON LOCAL SCHOOL DISTRICT
ASSAULT LEAVE

NAME _____ DATE _____

SCHOOL OR DEPARTMENT_____

Assault leave has been taken in accordance with the Ohio Revised Code (ORC) 3319.143 and Article VIII, Section E of the Negotiated Agreement between the Lexington Local Board of Education and the Lexington Teachers' Association.

____ day(s) of assault leave was/were taken beginning at

_____/_____/_____, 20_____ and ending
Time Day Month Year

at _____/_____/_____, 20_____.
Time Day Month Year

Medical attention_____ required.
was/was not

If medical attention was required or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician _____

Office Address _____

_____
Applicant's Signature

_____
Principal

_____
Superintendent

The applicant is advised that such payment will not be made unless the provisions of Article VIII (E) are complied with. The applicant is further advised that a written report of the incident must be prepared and presented to the building principal or immediate supervisor as soon as possible.

## APPENDIX H

***Lexington City Schools***
***Summary of Benefits (Moving to Non-Grandfathered Plan under ACA)***

| Covered Benefits | Network | Non Network |
|---|---|---|
| **Deductible (Single/Family)** | $400/$800 | $800/$1,600 |
| **Out-of-Pocket Limit (Single/Family)** | $2,500/$5,000 | $5,000/$10,000 |
| **Co-Insurance (applies after deductible is met and until out-of-pocket limit is met)** | 20% | 40% |
| **Physician Home and Office Services (PCP/SCP)**<br>Primary Care Physician (PCP)/Specialty Care Physician (SCP)<br>Including Office Surgeries and allergy serum:<br>• allergy injections (PCP and SCP)<br>• allergy testing after 20% deductible<br>• routine and non-routine mammograms; routine mammogram = preventative 100% covered (diagnostic mammograms 20% after deductible)<br>• diabetic education (regardless of outpatient setting); outpatient services = 20% after deductible<br>• certain medical nutritional therapy (regardless of outpatient setting); outpatient services = 20% after deductible<br>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds = 20% after deductible | $20/$20<br><br>$10<br><br><br><br><br><br>No copayment<br>20% after deductible | 40% after deductible<br><br>40% after deductible<br>40% after deductible<br>40% after deductible<br><br>40% after deductible<br>Not Covered<br><br><br>40% after deductible |
| **Preventive Care Services**<br>ACA preventative services coverage include but are not limited to:<br>Routine Exams, Pelvic Exams, Pap testing, PSA tests,<br>Immunizations, Annual diabetic eye exam, Routine Vision<br>And Hearing screenings | Covered at 100% | 40% after deductible<br><br><br>40% after deductible<br>40% after deductible |
| **Emergency and Urgent Care**<br>• Emergency Room Services @ Hospital (facility/other covered service) (copayment waived if admitted)<br>• Urgent Care Center Services | $100/20% coinsurance<br><br>$35/20% after deductible | $100/20% coinsurance<br><br>$35/20% after deductible |
| **Inpatient and Outpatient Professional Services**<br>Include but are not limited to:<br>• Medical Care visits (1per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and newborn exams | 20% after deductible | 40% after deductible |
| **Inpatient Facility Services**<br>Unlimited days except for:<br>• 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation therapy services on an outpatient basis)<br>• 90 days Network/Non-Network combined for skilled nursing facility | 20% after deductible | 40% after deductible |
| **Outpatient Surgery Hospital/Alternative Care Facility**<br>• Surgery and administration of general anesthesia | 20% after deductible | 40% after deductible |
| **Other Outpatient Services** (including but not limited to):<br>• Non Surgical Outpatient Services for example: MRI's, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services<br>• Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy)<br>• Durable Medical Equipment and Orthotics<br>• Prosthetic Devices and Medical Supplies<br>• Physical Medicine Therapy Day Rehabilitation programs<br>• Hospice Care<br>• Ambulance Services | 20% after deductible<br><br><br><br>20% after deductible<br>20% after deductible | 40% after deductible<br><br><br><br>40% after deductible<br>40% after deductible |

| Covered Benefits | Network | Non Network |
|---|---|---|
| **Outpatient Therapy Services**<br>**(Combined Network & Non-Network limits apply)**<br>• Physician Home and Office Visits (PCP/SCP)<br>• Other Outpatient Services @ Hospital/Alternative Care Facility<br>Limits apply to:<br>• Physical therapy: 30 visits<br>• Occupational therapy: 30 visits<br>• Manipulation therapy: 35 visits<br>• Speech therapy: 20 visits | <br><br>$20/$20<br><br>20% after deductible | <br><br>40% after deductible<br>40% after deductible |
| **Non-biologically Based Mental Illness and Substance Abuse[2]**<br>**(limits and maximums apply)**<br>• Inpatient Facility Services 20% after deductible<br>• Physician Home and Office Visits (PCP/SCP) $20/20 everything else 20% after deductible | <br>• Inpatient Facility Services 20% after deductible<br>• Physician Home and Office Visits (PCP/SCP) $20/20 everything else 20% after deductible | <br>40% after deductible<br>40% after deductible<br>40% after deductible |
| **Human Organ and Tissue Transplants[3]**<br>• Acquisition and transplant procedures, harvest and storage. | 20% after deductible | 40% after deductible |
| **Prescription Drugs[4]**<br>**Network Tier structure equals 1/2/3 (and4, if applicable)**<br>• Network Retail Pharmacies:<br>(30-day supply)<br>Includes diabetic test strip<br>• Mail Order Service:<br>(90-day supply)<br>Includes diabetic test strip<br><br>**Specialty Medications** must be obtained via our Specialty Pharmacy Network in order to receive network level benefits. | <br><br>$10/$20/$40<br><br>$20/$40/$80 | <br><br>50%<br><br>Not covered |
| **Lifetime Maximum (Combined Network and Non-network)[6]** | Unlimited | Unlimited |

*Notes:*
*The family deductible and family out of pocket maximum for the plan shall be embedded.*

*Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) applies to other covered services.*
*Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.*

*Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.*

*PCP is a Network provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other network provider as allowed by the plan.*
*SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty are of practice.*
*Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.*

*Benefit period = calendar year*

*Precertification*

*Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.*

*This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.*