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NEGOTIATED AGREEMENT

BETWEEN

THE LEBANON EDUCATION ASSOCIATION

AND

THE LEBANON BOARD OF EDUCATION

SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2029

IMPORTANT DATES

August 1	Transcripts due for salary placement for upcoming school year.
September 20	Summer supplemental contracts salary paychecks. Teachers with extended days receive compensation for days worked.
September 15	Written notification of continuing contract eligibility submitted to the building principal.
September 15	Special education teachers/speech therapists make their selection of stipend or release time.
September 30	Last date to activate participation in the Sick Leave Bank.
October 1	Transcripts due for salary placement to be retroactive to the start of the school year.
October 5	Association deductions begin (20 installments).
November 20	Autumn supplemental contracts, committee work, and ½ of special education teachers/salary paychecks.
Prior to January 15	If principal has a concern identified in the first observation, the staff member and Association Co-Presidents are notified.
January 20	Paid committee members receive compensation for hours worked.
January 30	Job sharing proposal due.
March 1	Transcripts due for salary placement to be retroactive to the start of second semester.
February 1 – March 1	Requests received for supplemental contract changes/additions.
March 20	Winter supplemental contract salary paychecks.
March 15	Notification from teachers on a leave of absence of intent to return for subsequent school year to guarantee return to active work status.
March 15	Job sharing proposal submission notification.
April 1	General transfer requests must be received in the superintendent's office.
April 15	Teachers last day to provide intent to return to work
April and/or May	Month when the Board takes action (renewal or nonrenewal) on employment contracts.
May 10	Final date for notice to individual teacher of contract nonrenewal.
May 20	Spring supplemental contract salary paychecks.

By end of each year	Grades Preschool – 6 determine hours for opening day conferences for subsequent school years.
June 20	LPDC members receive stipends. Paid committee members receive compensation for hours worked. 2nd Half payment of stipend to special education teachers/speech therapists. Teachers with extended days receive compensation for days worked.
July 10	Last date to submit resignation without possible consequences.
August 1	Specific posting not required for vacancies occurring after date.

IMPORTANT EVALUATION DATES

Article 10 - Evaluation (OTES/OSCES MODEL)

September 15	Completion of professional improvement plans.
End of October	Completion of professional growth plans.
January 15	First cycle of observations/evaluation completed for those teachers for whom the principal has a concern for teaching performance.
May 10	Final completion of all OTES/OSCES evaluations.

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ARTICLE 1 - RECOGNITION

A. PREAMBLE

This agreement is entered into by and between the Lebanon City Board of Education, called Board, and the Lebanon Education Association, called Association.

B. RECOGNITION

The Board is recognized as the policy-making body of the school district, elected by the people, and directed by Ohio law to provide educational opportunities to the children of the district.

Board of Education Rights: The Association agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation, except to the extent the exercise of said authority is in conflict with a provision of this contract. It is agreed that these rights include:

1. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;

2. Direct, supervise, evaluate or hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;

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

5. Suspend, discipline, demote, or discharge for just cause, layoff, recall, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the school district;

8. Effectively manage the work force in all aspects;

9. Take action to carry out the mission of the school district;

10. Make the rules and regulations by which the students and employees of the Board will be governed.

The Board shall not be required to negotiate on the exercise of and/or the effect of any of the above rights except to the extent that a change or implementation directly impacts a provision of this agreement. In such cases, the Board shall be required to negotiate the effect on said provision, upon the request of the Association.

The superintendent is recognized as the chief administrator of the Lebanon City School District and executive agent of the Board, to implement and administer policies of the school district.

The Association, an affiliate of the Ohio Education Association and the National Education Association, is recognized as the exclusive bargaining representative for the bargaining unit.

The bargaining unit is defined as certified staff employed on a full or part-time basis. Administrators and substitute teachers are excluded from the bargaining unit.

C. DEFINITIONS

1. A teacher, as referred to in this agreement, shall mean members of the bargaining unit.

2. Days shall mean a workday, Monday through Friday, unless otherwise specified, excluding legal holidays or days when school is not in session.

3. Seniority shall be defined as the teacher's length of continuous employment in the district in a bargaining unit position, and all periods when the teacher was on approved leaves of absence.

    a) Seniority shall accrue for all time a teacher is on active pay status or on military leave.

    b) Time spent on layoff shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

    c) Teachers shall accrue one (1) year of seniority for each one hundred-twenty (120) paid days in a school year.

    d) If seniority is equal for two or more teachers, the following shall be used when there is a need to break the tie:

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

        2) Previous days of regular teaching experience outside the employment of the Lebanon City Schools, then by;

        3) Number of days of substitute teaching in Lebanon City Schools, then by;

        4) Broken by lot using a procedure mutually established by the Association and Board.

    e) A seniority list shall be developed / updated at the start of each school year. Teachers shall be listed by contract status within each area of certification / license.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

A. Issues of negotiations that are recognized as matters of concern to the Board or Association are those affecting employment, working conditions, wages and hours, and other related issues that affect the instructional program and staff of the district as more fully set forth in Section 4117.08 (A) ORC.

B. Bargaining Teams: Negotiations shall be conducted between representatives of the Board and Association. These representatives shall be known as the bargaining teams. The Association's team shall consist of one representative from each building, the Association Co-Presidents, and the Association's OEA Representative. The number of members on the Board's team may include up to the number on the Association's team. Each team represented shall determine who will be its bargaining team representatives, but shall not select members of the other team. Bargaining team members shall bargain in good faith.

C. "Good Faith" Bargaining: All bargaining shall be in good faith, meaning both parties pledge that they shall consider all issues submitted to the bargaining procedure with an intent to reach agreement.

D. Bargaining Sessions

1. All bargaining sessions shall be in executive sessions, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the bargaining session.

2. At the conclusion of each bargaining session, a time, date and place for the next session will be set, until all matters submitted for bargaining have been agreed to or otherwise resolved.

3. Caucus - Either bargaining team may call for a caucus during a bargaining session. A caucus shall last for a period of thirty (30) minutes unless another time limit is mutually agreed.

4. Recess - A recess in the bargaining period may be called by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place and date have been established for the next session, which shall take place within a reasonable amount of time.

5. Meetings shall be conducted on other than school time, except by mutual consent and then with no loss in pay to teachers on the negotiating team.

E. Exchange of Information - Each bargaining team agrees to provide the other, upon request, pertinent information in areas that are to be discussed during the bargaining period.

F. Progress Reports - Each bargaining team shall be responsible for making periodic progress reports to the party they represent during the bargaining period. News media releases shall not be released by either team during the term of negotiations, including impasse, except by mutual consent.

G. Bargaining Procedure

1. The bargaining procedure must be initiated by March 1, either with a letter from the president of the Board to the president of the Association, or the president of the Association to the president of the Board, with a corresponding copy being sent to the superintendent.

2. Proposals shall be simultaneously exchanged by March 15. Upon exchange of proposals, no new proposals shall be submitted by either party unless by mutual agreement. A mutually convenient date shall be set prior to April 1 which shall be considered the first official negotiations session.

3. Tentative Agreement - As items are discussed and agreement reached, the items shall be reduced to writing and initialed by a representative of each team.

H. AGREEMENT

When tentative agreement has been obtained on all proposals submitted to the bargaining process, it shall be presented to the Association and the Board within fifteen (15) days of the final bargaining session. When approved by both parties, the contract shall be signed by the Association and the Board.

I. IMPASSE

If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, then either party may declare that an impasse exists at any time after that date. If a party declares that an impasse exists, the two parties shall jointly request the appointment of a federal mediator from the Federal Mediation and Conciliation Service. The bargaining teams shall meet with the mediator in an effort to resolve negotiations. In the event that an agreement has not been reached within forty-five (45) days of the parties' first meeting with the mediator, then the impasse procedure shall be deemed to have been completed and each party may exercise all its legal options.

It is agreed that this impasse procedure supersedes and replaces the impasse procedure in Chapter 4117.14 of the Ohio Revised Code.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. GRIEVANCE POLICY

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial and fair hearing on grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

B. PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from

time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

C. GRIEVANCE DEFINED

A grievance is an alleged violation, misinterpretation or misapplication of this negotiated agreement. However, it is further agreed that a reprimand, disciplinary reassignment and/or contract termination shall not be subject to the grievance procedure. Contract termination shall be subject to the procedures set forth in 3319.17 Ohio Revised Code.

D. GENERAL PROVISIONS

1. An individual grievance shall be initiated by the teacher so aggrieved. Failure of an individual to file a grievance will not prejudice the issue in the future.

2. A group grievance shall be initiated by the Association on an alleged violation that affects two (2) or more teachers.

3. A grievance shall be reduced to writing on the appropriate form (Appendix B) and include:

   a. the alleged violation
   b. relief sought
   c. date of initiating procedure

4. The parties may be represented at any level of the grievance procedure.

5. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

6. Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.

7. Failure of the administration to respond in the time limit stated shall mean that the grievance has been denied and the grievant may proceed to the next level.

8. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board or construed in any fashion as a precedent setting matter in any future grievance.

9. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, and/or the administration to informally discuss matters of concern through normal channels of communication.

10. No reprisal shall be made against any party involved in use of this grievance procedure.

11. A grievance may be withdrawn at any level without prejudice or record. However, the party wishing to unilaterally withdraw the grievance, unless otherwise agreed to by

resolution, shall pay the cost of all arbitration fees and arbitration expenses incurred as of the date of withdrawal.

12. No record, document or communication concerning a grievance shall be placed in the personnel file of any participants involved herein described.

13. A grievance may be formally initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.

14. If an arbitration hearing is scheduled during the workday, the grievant and any necessary witnesses shall be provided release time to attend.

15. The Board and the Association recognize that the Association, and not the grievant, shall have the exclusive discretion in deciding whether or not to proceed to Level III of the grievance procedure in the event the parties are unable to resolve the issue at Level II.

E. PROCEDURE

1. An alleged grievance shall first be discussed informally with the building principal or other appropriate administrator prior to initiation of the written grievance procedure. During this discussion, the teacher shall inform the principal/administrator that the issue is a potential grievance. The building principal/administrator shall determine and inform the teacher if the subject of the grievance is not within his/her realm of responsibility as established in D.13 above.

2. Level I - Administration

   a. A copy of the written grievance shall be submitted to the grievant's building principal/appropriate administrator within fifteen (15) workdays of the alleged violation.

   b. A meeting shall be mutually agreed upon between the grievant and the administrator within five (5) workdays of the filing of the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

   c. Within five (5) workdays of the meeting, the administrator shall provide the grievant with a written response stating his/her position and suggestion for resolving the grievance.

3. Level II - Superintendent

   a. If the grievant is not satisfied with the suggestion for resolving of the grievance received in Level I, he/she may within five (5) workdays of receipt of such written response, submit his/her written grievance to the superintendent.

   b. The meeting shall be held within five (5) workdays of the request. The meeting shall be conducted in a manner stated in Level I.

c. Within five (5) workdays of the meeting, the superintendent shall provide the grievant with a written response stating his/her position and suggestion for resolving the grievance.

4. Level III - Arbitration

a. If the grievant is not satisfied with the suggestion for resolving the grievance received in Level II, the Association may, within five (5) workdays of receipt of such written response, notify the Board of its intent to proceed to arbitration.

b. The parties shall mutually agree to use the following three arbitrators:
   A. Daniel G. Zeiser
   B. Robert Stein
   C. Frank Keenan

Assignment of grievances shall be made on a continuous rotating basis among the three above mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement.

c. With the exception of selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.

d. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.

e. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.

f. The arbitrator has the authority to determine arbitrability if such an issue exists. The Board must raise the issue of arbitrability fifteen (15) workdays after receiving notice from the Association of its intent to proceed to arbitration. Such notice shall include a motion of supporting memorandum submitted to both the Association and the arbitrator. The Association shall have fifteen (15) workdays in which to file a response to the Board's memorandum to both the Board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to hearing the grievance.

g. The arbitrator shall have the power to subpoena witnesses and documents.

h. No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the Board and the Association at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclosure prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.

i. The ruling of the arbitrator shall be binding.

j. Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his/her discretion.

ARTICLE 4 - ASSOCIATION RIGHTS

A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

B. If negotiations meetings or negotiations related activities such as impasse hearings between the Board and the Association are scheduled during a school day, the members of the Association negotiating team, with the approval of the superintendent or designee, will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

C. In order for the Association to administer this agreement properly for the benefit of the teachers and the welfare of the school system and to otherwise properly represent the members of the negotiation unit, the representatives of the Association will have access to all school buildings and to all teachers, provided that the exercise of this right does not interfere with the educational program.

D. The Board will, upon request, provide the Association with any documents and/or data which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to formulate programs or process grievances under this Agreement.

E. Copies of minutes of official Board meetings and all other documents related to matters set forth in Section D above that are distributed to Board members at official meetings shall be available as soon as possible after such meetings for the Association president(s). A copy of the official agenda of the meeting, and any such related attachments, will be available for the Association president(s) forty-eight (48) hours prior to said meeting.

F. The Association will have the right to use school buildings without cost in accordance with Board adopted policy for the use of its buildings. The principal of the building in question will be notified in advance of the time and place of all such meetings.

The Association shall have a designated area in each school building for the purpose of posting materials to communicate with membership.

The Association will have the right to use the inter-school mail system and the email system to distribute material related to Association matters.

The Association will be provided with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.

G. The Board agrees to deduct from the salaries of the teachers, dues and assessments for the Association and to transmit the monies promptly to the Association treasurer.

Deductions referred to in paragraph 1 above will be made in twenty (20) equal installments beginning in October. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

H. The Association shall be provided up to five (5) days of leave to attend to Association business.

I. If the president of the Association has a PK-6 assignment, he/she shall not be assigned to perform any non-teaching duties during the workday. This will allow the president to attend to Association business.

If the president of the Association has a 7–12 assignment, he/she shall have a yearly schedule that includes a duty period. Such duty shall be to attend to Association business.

J. The Association shall have the right to schedule, with the superintendent, time to meet with the teachers once during the school year on a teacher workday. The purpose of said meeting shall be to provide information related to the teachers' rights and responsibilities and shall not be related to negotiations.

K. For purposes of this section the Association shall be considered a Teacher Professional Organization (TPO) under STRS rules and regulations.

By May 1st of each year the Association/TPO treasurer shall provide the district treasurer a list of executive committee members and the amount of pay each individual should receive as compensation for the services he/she provides in his/her role in the Association during the school year.

The Board shall issue payment, in accordance with the STRS rules and regulations, the last non-payroll Friday in May when supplemental contract payments are issued.

The Association/TPO shall reimburse the Board for the payment which shall include the salary, STRS contributions paid on each member's behalf and any other expenses related to salary.

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ARTICLE 5 – BUILDING LEADERSHIP TEAM

A. Each building shall establish a Building Leadership Team (BLT) whose purpose will be to provide a collaborative leadership approach at each building. The BLT will assist in setting the direction that will include the goals to guide each school in the continuous improvement of the teaching and learning for all students. Overall, the BLT shall function in a role to assure that the administrators and teachers in the building work together to communicate and resolve issues at the building level for mutual gain and success.

B. As problems and issues arise the BLT will utilize a problem solving approach to develop an acceptable resolution. Each member of the BLT, including the principals, will be trained in the fall of each year on team building and on how to use problem solving methodologies as agreed upon by the Board and the Association.

C. The BLT shall be comprised of a ratio of three (3) teachers to each principal, with a maximum of six (6) teachers per BLT. Attendance at meetings shall be limited to the members on the BLT, unless otherwise agreed by the team. Positions held by the teachers shall be elected by the staff within the building with assistance from the Association president(s) to assure a fair distribution/representation amongst grade levels, departments, etc.

D. At the first meeting of the school year, the BLT shall determine which Association member will hold the position of chairperson, how minutes/notes shall be kept/distributed and how items shall be placed on the agenda. Additionally, the dates of the meetings for the school year shall be established.

E. The BLT shall be scheduled to meet at least one time a month. Additional meetings may be called at the request of any member on the BLT.

F. To allow for consistency, the term of a BLT teacher representative shall be two (2) years, with elections for replacement on a rotating basis.

G. If an agenda item is not appropriate for BLT, then the teams can evaluate the item at the beginning of the meeting and decide through consensus whether to remove the item.

ARTICLE 6 – DISTRICT LEADERSHIP TEAM

A. A District Leadership Team (DLT) shall be established to facilitate communication between the Association and the district administration. The purpose of this committee is to discuss district-wide problems or concerns arising within the district or issues that cannot be resolved by a Building Leadership Team. Its purpose is neither to serve as an alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communication regarding concerns pertaining to the smooth functioning of the education system.

B. The DLT shall consist of the Association's president(s) and a BR (Building Representative) / BLT member from each building and the superintendent. The superintendent may also have necessary administrative personnel attend based upon the items on the agenda. The DLT shall meet quarterly unless altered by mutual consent. At the start of each school year,

the dates for the DLT meetings shall be established by the Superintendent and the Association Co-Presidents. A member of the Association and the superintendent shall serve as co-chairpersons of the DLT and shall be responsible for establishing the agenda for each meeting. A member of the DLT can request that others attend any meeting to provide pertinent information on an agenda item.

C. The secretary, whose responsibility is to record minutes, shall be determined by the members of the DLT at the first meeting of the year. Minutes shall be distributed to all members on the liaison committee by the secretary.

ARTICLE 7 - JOB SHARING

A. PURPOSE

The purpose of job sharing is to allow two teachers to share one teaching position within the school district. Job sharing shall be voluntary and require the approval of both the building principal and the superintendent.

B. INITIATION

1. Two teachers who have completed at least four (4) years of teaching experience and successfully completed the Resident Educator Program (if applicable) shall be eligible to apply for a job sharing assignment.

2. The teachers interested in job sharing shall submit a written proposal to the building principal for implementing their program prior to January 30 of the year preceding the proposed job share plan. Such proposal shall remain confidential until final approval.

3. If approved by the building principal, the plan shall then be submitted to the superintendent for his/her approval.

4. The teachers shall be notified by March 15 if their job sharing proposal has or has not been approved for the upcoming school year.

5. Both the principal and superintendent's decision as to whether or not to approve a job sharing proposal shall be final and not subject to appeal or the grievance procedure.

6. A job sharing plan shall be in effect for one school year and a new plan and approval must be completed on a yearly basis.

C. ELEMENTS OF A JOB SHARING PROPOSAL

A job sharing proposal shall minimally include the following:

1. A designation of how the time and teaching responsibilities, including planning time, shall be divided and shared among the teachers, including the specific time that each teacher shall be in attendance. At least a twenty (20) minute overlap shall be provided daily to allow for collaboration and communication.

2. A commitment/requirement that both teachers shall be required to attend parent-teacher conferences, professional development days, and attend to all other applicable responsibilities as provided by the contract and building expectations. Teachers will work their portion of the day on teacher records or workdays.

3. A designation of who will attend staff meetings, IEP meetings, RTI meetings and how communication will be exchanged between the teachers to ensure that full information is shared. In addition, the principal has the right to provide teachers with advance notice that both teachers are required to attend any such meetings.

4. A communication system for the parents so that consistent and complete information is provided.

5. A full description of the teaching techniques, methods and grading practices used by each teacher with an explanation of the steps the teachers will use to insure compatibility of such techniques and practices.

D. TEACHER EMPLOYMENT RIGHTS

The teachers shall during their employment on a job sharing basis:

1. Retain full rights and benefits under the contract, except as modified by this Article.

2. Receive a prorated salary based on the appropriate step/column on the salary schedule for full-time teachers based upon actual hours worked.

3. Accrue seniority and service years in accordance to Article 1, Section C(3).

4. Have accumulated sick leave prior to job sharing converted to hours (based on a 7.5-hour day). While job sharing, the teachers shall accrue and utilize sick leave based on hours. Once a teacher returns to full-time, the sick leave hours shall be converted back to days.

5. Shall receive full day's pay, if substituting for the other teacher.

6. Personal leave shall be utilized based on the concept that a workday is the number of hours the teacher is assigned to work (i.e. a four (4) hour workday equals a four (4) hour personal day). However, should unused personal leave days be converted to sick leave days in accordance to Article 37, Section H, such conversion shall be in hours, rather than days.

7. The Board shall provide a $50,000 term life insurance policy, in accordance to Article 45, Section H, for each teacher.

Health and dental insurance shall be provided in accordance to Article 45, Section F and G within the following parameters: Each employee will be eligible for prorated benefits based on their FTE using a 7.5 hour workday. (For example, an employee who works 4 hours of 7.5 hour day will be eligible for 53% of the board paid coverage. Board coverage 80% x .53 = 42.5% Board Paid, 57.5% Employee Paid.)

The overriding purpose of this section is to assure that the Board's cost of providing health insurance to the job sharing team is no greater than that which it would incur if the work of the teachers were performed exclusively by an individual having a family plan.

E. DISCONTINUATION OF JOB SHARING

1. If, due to unforeseen circumstances, a teacher is not able to continue in the job sharing program for the full school year, the other teacher will be required to assume all teaching responsibilities and return to full-time status.

2. Should a teacher, both teachers, principal or superintendent wish to discontinue the job sharing assignment for a subsequent school year, the teacher with the greater seniority, as defined in Article 1, Section C, shall retain the position on a full-time basis. The teacher with the least seniority shall be allowed to transfer to a vacancy for which he/she is certified. If there is no vacancy, the teacher shall be placed on the reduction in force list and retain all rights specified in Article 23.

ARTICLE 8 - SEQUENCING OF CONTRACTS

A. LIMITED CONTRACTS

Limited contracts shall be issued in the following sequence:

First Contract	One Year
Second Contract	One Year
Third Contract	One Year
All Succeeding Contracts	Two Years

However, at the discretion and recommendation of the superintendent, a teacher otherwise eligible for a two (2) year contract may be awarded a one (1) year contract on a one-time basis during the teacher's career with the Board.

B. CONTINUING CONTRACT

At the start of the school year a notice shall be provided to teachers – by the Board and the Association – informing them that a written notification must be submitted by September 15 if a teacher becomes eligible for continuing contract/tenure status during the school year. Such notice shall be submitted to the building principal. Failure to provide such notification shall result in the issuance of a limited contract as specified in A. above.

Once the notice is provided, the teacher, including those who may be employed under a two-year limited contract, shall be considered a candidate for a continuing/tenure contract in May of that school year.

C. EXTENDED LIMITED CONTRACT

A teacher who is eligible for a continuing contract/tenure, who has provided proper notification, may be issued extended limited contracts for up to a total of three (3) years. Prior to the issuance of an extended limited contract, the teacher shall be provided specific

written reasons as to the reason that a continuing contract was not issued. Such reasons shall be directed at professional improvement, based upon the teacher's evaluations.

This section shall replace and supersede the provisions in Ohio Revised Code 3319.11 with regards to employment under an extended limited contract.

D. REEMPLOYMENT

At the regular Board meeting in April and/or May, the superintendent shall present to the Board his/her recommendations for action on limited, extended limited and continuing contracts. A teacher is presumed to have accepted employment for the succeeding school year unless he/she notifies the Board, in writing, to the contrary on or before July 10th.

This section shall replace and supersede the provisions in Ohio Revised Code 3319.11 with regards to employment under an extended limited contract.

E. A teacher hired to replace a teacher on a year-long child care leave or other year-long leave, shall be employed under a one-year limited contract. Such contract shall automatically expire at the end of the year and will not be subject to the nonrenewal requirements specified in Article 11. However, should the Board elect to rehire the teacher for a subsequent year, he/she shall be considered in the second contract for sequencing purpose stated in A. above. All other terms and conditions of this agreement shall apply to said teacher.

However, if a teacher were hired to replace a teacher on a year-long child care leave or other year-long leave after August 1, he/she may be discharged prior to the end of the first semester without any recourse in the grievance and arbitration proceedings or any other appeal or hearing procedures provided by state law. The superintendent shall provide said employee with a written notice of his/her intent to discharge prior to any action by the Board.

F. At the discretion of the Superintendent, for any resignation or newly created position that occurs after July 20, a teacher hired may be employed under a one-year limited contract. Such contract shall automatically expire at the end of the year and will not be subject to the nonrenewal requirements specified in Article 11. Teachers on a one-year limited contract will be evaluated using OTES. Should the Board elect to rehire the teacher on a one-year limited contract for a subsequent year, he/she shall be considered in the second contract for sequencing purposes stated in A. above. All other terms and conditions of this Agreement shall apply to said teacher.

ARTICLE 9 - EVALUATION

A. INTRODUCTION

1. Teachers will be evaluated in accordance with the Ohio Teachers Evaluation System (OTES) and the Ohio School Counselor Evaluation System (OSCES) as required by Ohio Revised Code 3319.111 and 3319.112. The following procedure will be utilized for all teachers.

Exception shall be those teachers whose assignment does not require at least fifty percent (50%) direct instruction with students which includes certified nurses, psychologists, speech language pathologists, teachers on special assignments, and media specialists. These groups will follow the same evaluation timelines and procedures. However, they will not have HQSD and they will use the forms adopted in Appendix G.

B. EVALUATION CYCLE

1. A teacher shall be formally evaluated annually during his/her first year of employment with the Board and/or if the final overall evaluation rating the previous year is developing or ineffective.

2. A teacher whose overall final evaluation rating is skilled will be formally evaluated every other year, unless otherwise informed at the start of the school year by the principal that he/she plans to conduct a formal evaluation. In such cases, the principal shall inform the teacher as to the basis for conducting the formal evaluation. Additionally, if at any time during the period of time when the teacher is not subject to an evaluation, the teacher fails to make progress on his/her professional growth plan, he/she will be formally evaluation in accordance with this article the following year.

3. A teacher whose overall final evaluation rating is accomplished will be formally evaluated every third year unless otherwise informed at the start of the school year by the principal that he/she plans to conduct a formal evaluation. In such cases, the principal shall inform the teacher as to the basis for conducting the formal evaluation. Additionally, if at any time during the period of time when the teacher is not subject to an evaluation, the teacher fails to make progress on his/her professional growth plan, he/she will be formally evaluated in accordance with this article the following school year.

4. In order to be subject to a nonrenewal, a teacher on the final year of a limited contract or extended limited contract shall be evaluated with a minimum of three (3) formal observations.

5. A teacher who is a Resident Educator will have his/her observation/evaluation coordinated with the requirements of the Resident Educator Program.

6. A teacher will not be subject to an evaluation if he/she is on a leave of absence for more than fifty percent (50%) of the school year.

7. A teacher will not be subject to an evaluation if he/she submits a notice of retirement by November 1st and such retirement is approved by the Board by December 1st.

C. GENERAL PROVISIONS

1. Evaluators shall be the principals and assistant principals employed by the Board who have obtained the appropriate credentials required by the Ohio Department of Education. The Director(s) of Special Services & Pupil Personnel may evaluate the special education teachers, provided such administrators have the appropriate credentials required by the Ohio Department of Education.

2. Teachers who are assigned to two or more buildings shall be informed early in the school year as to which principal will be evaluating him/her. In buildings where there is an assistant principal a teacher shall be informed early in the school year as to which principal will be evaluating him/her.

3. Prior to initiating the evaluation process, the principal shall review with the teacher all the forms that will be utilized.

4. Formal observations shall be for a minimum of thirty (30) continuous minutes. There is not a maximum number of times that a principal can observe a teacher.

5. Walkthrough observations shall be for a minimum of five (5) minutes.

6. A teacher shall have the opportunity to provide a collection of artifacts to demonstrate his/her methods in addressing any of the criteria for effective teaching.

7. Observations shall not be scheduled and conducted during the first week of school or on the day before or after a school holiday or vacation.

8. At the time of an observation, the principal shall notify the teacher of that fact when he/she enters the room.

9. The forms utilized for evaluation shall be those developed by the Ohio Department of Education for the Ohio Teacher Evaluation System (OTES) or as recommended by the Evaluation Committee.

D. EVALUATION PROCEDURE

1. Method

a. There shall be a minimum of two (2) formal observations. However, there is not a maximum number of times a principal can observe a teacher.

b. Both formal observations shall be scheduled between the teacher and principal. A pre-observation and artifact collection conference is not required except under the following circumstances:

The teacher is on an improvement plan;
The teacher is in his/her first two years of employment with the district;
The teacher requests a pre-observation conference;
The administrator requests a pre-observation conference.

A post-observation conference shall be held within ten (10) days after the observation. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference.

In addition to the formal observations, the principal shall conduct at least two (2) walkthroughs as a means to further observe a teacher's performance. The principal shall provide feedback to the teacher following the walkthrough on the

walkthrough form in the Ohio Evaluation System. Upon the request of either the teacher or the principal, a meeting shall occur to discuss the walkthrough observation.

2. Principal Concerns

   a. If the principal has a concern about the teacher's teaching performance, the first observation and post-observation conference shall be completed prior to January 15. The principal shall also notify the Association President prior to January 15th when he/she has a concern for a teacher's performance that could lead to an ineffective rating, an improvement plan, or recommendation for non-renewal of contract.

   b. Subsequent observations, post-observation conferences, and the final completion of the evaluation form shall be completed and provided to the teacher at a conference by May 10. Such conference shall include a discussion regarding the teacher's progress in the area of concern listed in the first assessment as well as the teacher's strengths and weaknesses observed during the school year. The principal shall also inform the teacher as to his/her recommendation for contract renewal.

   c. If the final evaluation for a teacher results in an ineffective rating, the professional improvement plan may include the development of a Peer Assistance Team appointed by the Association President in cooperation with the principal. The Peer Assistance Team will work collaboratively with the teacher to provide coaching, mentoring, and other follow-up activities to address the concerns reflected by the principal in the final evaluation. However, the existence of a Peer Assistance Team identified for any teacher receiving an ineffective rating shall not prohibit and/or limit the Board's ability to nonrenew an employment contract upon its expiration provided that the appropriate and required procedures are followed.

   d. If no noted areas of concerns are observed throughout the year, all observations and post-observation conferences and the final evaluation form shall be completed and provided to the teacher by May 10. Such conference shall include a discussion as to the teacher's strengths and weaknesses. The principal shall also inform the teacher as to his/her recommendation for contract renewal.

3. Off-cycle Observations

   In years when the teacher is not subject to the formal evaluation because he/she received an overall evaluation rating of accomplished or skilled, he/she will be subject to an off-cycle observation. The principal shall conduct one (1) off-cycle observation of at least fifteen(15) minutes. A post-observation conference shall be held within ten (10) workdays and the completed off-cycle observation report shall be discussed. The observation will be recorded using the walkthrough form in the Ohio Evaluation System.

4. Professional Growth Plan

   Teachers required to develop a professional growth plan based on previous years evaluation, shall have it submitted by October. For teachers in the off-cycle observation schedule, such a plan shall be completed by using the online template in the Ohio Evaluation System.

E. PROFESSIONAL IMPROVEMENT PLAN

Teachers required to develop a professional improvement plan, based on previous years evaluation, shall have it submitted by September 15. When concerns are identified during the observation process, an improvement plan will be implemented within twenty (20) days of the post-conference.

1. Student Growth Measures

   a. As required by Ohio law, High Quality Student Data (HQSD) shall be used to support a teacher's evaluation. Data must meet the requirements of HQSD. If there are disagreements about the data to be utilized, the evaluation committee and Curriculum Director will review the use of high quality student data in evaluations, the measures used, and recommend changes.

   b. High Quality Student Data components of the OTES 2.0 Rubric shall not be given additional weight in determining holistic evaluation ratings, or used for employment decisions, including but not limited to, tenure consideration, nonrenewal, termination, and reduction in force through the 2024-2027 school year.

   c. The district evaluation committee shall be responsible for monitoring the implementation of student assessments and other issues that may arise regarding high quality student data.

F. HIGH QUALITY STUDENT DATA ERRORS

If a teacher believes there is an error in the calculation of high quality student data that the teacher believes lowers the final rating of the teacher on the annual evaluation, he/she will request a meeting with the curriculum director. The curriculum director will investigate and work to rectify the calculation if possible. The decision of the Curriculum Director will be final.

G. EVALUATION REVIEW

A teacher who disagrees with an ineffective rating on his/her final evaluation rating shall be entitled to a hearing before the Superintendent or designee. The teacher shall have the right to present information, evidence, and data that disputes the area of the evaluation to which he/she objects. The teacher shall articulate the changes in the final evaluation that he/she is requesting.

The teacher shall be entitled to Association representation at such hearing.

The Superintendent will review and consider the information presented by the teacher and render a decision to the teacher's objections within ten (10) days of the hearing.

H. DISTRICT EVALUATION COMMITTEE

1. The District Evaluation Committee shall meet annually to review its efficiency and effectiveness. Prior to any substantive alterations, the Association Co-President shall be informed of any recommended changes and given the opportunity to provide input.

   The individuals serving on the Evaluation Committee during the previous school years shall continue in their roles. Should any vacancy occur, the Association Co-President shall appoint a replacement for an Association vacancy; the Superintendent shall appoint a replacement for an administration vacancy.

   The committee shall consist of three (3) members appointed by the administration and five (5) bargaining unit members, one from each building, appointed by the Association. Each party shall have the right to request representatives to attend district evaluation committee meetings on its behalf.

I. CHANGES TO OTES PROGRAM

The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the evaluation committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article. Any alteration to this Article shall require approval/ratification from the Board and the Association membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

ARTICLE 10 - NONRENEWAL

A. A recommendation by the building principal to the superintendent or by the superintendent to the Board, for the nonrenewal of a teacher's regular limited contract shall take into account the teacher's ability or lack thereof, and the degree of professional competency of the teacher, or the lack thereof. One of the functions of the formal evaluation procedure is to measure each teacher's ability and professional competency; another function of such procedure is to apprise the teacher thereof.

   A full written record of evaluation of a teacher's performance shall be maintained in accordance with the evaluation procedure by each building principal, and such written record shall be complete prior to any contract recommendation.

B. The building principal shall make a recommendation to the superintendent for the nonrenewal of a teacher's regular limited contract only upon such reasons as may appear in the written record of evaluation maintained in accordance with the evaluation procedure. Prior to making such recommendation to the superintendent, the building principal shall apprise the teacher involved of the opportunity for a private informal conference with the principal for the purpose

of discussing such reasons and the recommendation. The principal shall apprise the teacher at the earliest possible date during the evaluation period of unsatisfactory professional performance, so that the teacher may have as much opportunity as possible to improve and correct deficiencies. The principal shall enter such comments as he/she may deem appropriate as to the ability and/or willingness of the teacher to respond and improve, as he/she may observe, and the written evaluation record.

C. If the superintendent intends to recommend the nonrenewal of a teacher's regular limited contract to the Board, he/she shall provide a written notice which shall include the reasons for recommending a nonrenewal to the teacher four (4) workdays before the Board meeting at which the Board intends to take action upon the contract. A copy of the notice shall be sent to the Association co-presidents. The teacher shall have the opportunity for a conference with him/her to discuss the reasons for his/her recommendations. The teacher may be accompanied by Association representation.

D. Upon request, a teacher shall be granted a review by the Board prior to the time action is taken upon the superintendent's recommendation of nonrenewal. Such review shall be in executive session and at this review the teacher shall be granted an opportunity to show cause why his/her contract should be renewed. The teacher may be accompanied by his/her representative.

   Should the Board take action to nonrenew the contract, written reasons for such nonrenewal shall be provided by June 1.

E. Requests for conference/hearing as specified in Paragraphs C and D above shall be made, in writing, to the superintendent.

F. It is agreed that this nonrenewal procedure shall supersede and replace the hearing procedures set forth in 3319.11 of the Ohio Revised Code. Any alleged contractual violations shall be subject to the grievance procedure with the arbitrator having the authority to grant relief consistent with 3319.11 and 3319.111 of the Ohio Revised Code and Supreme Court cases interpreting said statute.

ARTICLE 11 - VACANCIES AND TRANSFERS

A. DEFINITION

1. Vacancy - is an open position, certified or supplemental, which results from a transfer, resignation, retirement, death, nonrenewal, termination, or the creation of a new position.

2. Voluntary Transfer - When a teacher requests a change in a grade level, department, course, or building.

3. Involuntary Transfers - When the administration initiates a change in grade level, department, course, or building.

B. POSTING

1. The Board declares its support of filling vacancies from within its own teaching staff provided, however, that the positions of superintendent and other central office administrators are excluded from the provisions of this policy.

2. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. A vacancy open after the start of the school year shall be filled on a temporary basis until the end of the normal school year, at which time the position will be considered vacant, and posted in accordance with B.3 below.

3. A vacancy shall first be posted within the school building where the position is located by an email from the principal to the teaching staff in that building. A copy of the email shall be sent to the Association Co-Presidents. A teacher interested in the vacancy shall respond back to the principal within two (2) workdays. He/she will be provided the opportunity for a discussion with the principal regarding his/her interest. If a teacher who has expressed interest in a transfer to an internal vacancy is assigned the position, other internal building posting shall continue until no teacher expresses an interest. The remaining vacancy shall then be posted district-wide for a minimum of three (3) workdays as prescribed in section 4 below.

4. Vacancies occurring between July 1 and July 9 shall only be posted internally for two (2) workdays. Vacancies occurring after August 1 shall not be subject to the five (5) day minimum posting.

C. REQUESTS FOR TRANSFER

1. A teacher may request a transfer in response to a posted vacancy by submitting a written letter (hard copy).

2. In making a request for a transfer/vacancy, the teacher may provide or be asked to provide any support information and/or schedule a conference with the appropriate administrator to discuss his/her rationale for the position.

3. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Recommendations to fill vacancies shall be made on the basis of experience, competency, and qualification of the applicant, seniority, and other relevant factors. A teacher who has requested assignment to a vacancy by responding to a specific posting shall be considered for the position prior to any outside applicant. However, the Board shall maintain the discretionary right to determine the most qualified applicant to fill any vacant position.

4. Teachers who have requested transfers/vacancies shall be provided written notice as to the Board's decision in filling the position.

5. Prior to the end of the school year, a "Request for Transfer Form" (Appendix G) will be sent to all teachers. Teachers who complete this form will be considered for any anticipated vacancy for which they express interest.

D. INVOLUNTARY TRANSFER

1. Involuntary teacher transfers shall be avoided whenever possible, unless, in the judgement of the superintendent or of the Board, they are in the best interest of the district.

2. When an involuntary transfer must be made due solely to a reduction in the number of classes within a grade level within a building or a department (7-12), the least senior teacher properly certified shall be transferred.

3. A teacher shall be notified, in writing, of an involuntary transfer which shall include the reason for said transfer. Upon request, the teacher shall meet with the superintendent to discuss the reasons for the transfer.

ARTICLE 12 - WORKDAY

The teacher's workday shall consist of not more than seven and one-half (7-1/2) hours daily, including a duty-free, thirty (30) consecutive minute lunch. When a teacher's schedule is adjusted for unavoidable meetings that conflict with his/her lunch, arrangements will be made to provide a duty-free thirty (30) minute lunch.

ARTICLE 13 - PERSONNEL FILE

A. There will be established and maintained one official personnel file of all teachers in the office of the Board. This shall be considered a confidential file and the only official file of recorded information for teachers maintained by the Board and administration.

B. Members of the administration who are authorized to use the personnel files of teachers shall be limited to the superintendent and other administrators who are responsible for directing the professional services of the teachers. However, administrative access to teachers' files shall be limited to those staff members who have a school business need for such information. All members of the Board shall also have access to such files.

C. All materials placed in the personnel file of teachers shall include the following: a dated stamp of the date the item was placed in the file.

D. Items that may be maintained in the personnel file of teachers shall be limited to:

1. Official transcripts of college work.

2. Copy (copies) of certification and/or licensure authorized by the Ohio Department of Education.

3. Copies of evaluations/rebuttals.

4. Records of employment including assigned duties, regular and supplemental, years of service in the district, and other related information.

5. Copies of contracts of employment with the Board.

6. Any other information related to the teacher's performance of school-related matters.

7. Letter of merit.

8. Teacher's written responses to any material in file.

E. A teacher shall have access to his/her official personnel file upon request to the superintendent or the treasurer of the Board. The file may be inspected by the teacher involved at reasonable times; such inspection shall be in the presence of a member of the administrative staff. Inspection shall include copies of the aforementioned materials upon request at a cost established by the Board.

F. Anonymous letters or material shall not be placed in a teacher's file(s), used as a basis for disciplinary action or referenced in the personnel file unless substantiated by other evidence.

G. A teacher shall be notified of the intent to place in his/her personnel file(s) any material which may be considered critical of his/her conduct, service, character or personality.

1. The teacher will receive a copy before it is placed in his/her file.

2. After three (3) years, upon written request, said material shall be removed from the file and maintained by the district in accordance with the Ohio Revised Code.

ARTICLE 14 - INCLEMENT WEATHER

On the days that school is dismissed because of inclement weather, the administration will make a reasonable attempt to notify teachers.

ARTICLE 15 – SCHOOL YEAR AND CALENDAR

A. SCHOOL YEAR

The school year shall consist of one hundred eighty-six (186) days for all new teachers and one hundred eighty-four (184) days for all returning teachers. Seven (7) of these days shall be used as follows:

1. The first day of the school year shall be a teacher professional day and shall include: an Association meeting, a district-wide presentation, and individual building meetings.

2. The second day of school shall be a teacher workday for grades 5-12 and include up to one (1) hour building/district meeting. For grades PK-4, the days, hours, and format for the opening day conferences shall be determined by administration in collaboration with the staff in each building prior to the end of the school year for the upcoming year. The total number of hours shall not exceed 7.5 hours times the number of conference days, i.e., two (2) days shall equal fifteen (15) hours, three (3) days shall equal 22.5 hours.

School	Day 1	Day 2	Day 3	Day 4	
Bowman (PK-KG)	Opening Day Meetings	Conferences	Conferences	Teacher Work Day	
Bowman (1-2)	Opening Day Meetings	Conferences	Conferences	Teacher Work Day	
Donovan	Opening Day Meetings	Conferences	Conferences	Teacher Work Day	
Berry	Opening Day Meetings	Teacher Work Day	Open House/Conferences (Flexed Day) *Ending time no later than 7:00PM	Students Report	
LJHS	Opening Day Meetings	Teacher Work Day	7th Grade Begins	7th and 8th Grade Report	
LHS	Opening Day Meetings	Teacher Work Day	9th Grade Begins	9th through 12th Report	

3. Annual fall parent-teacher conferences which may be scheduled into the evening hours with a comp day provided to accommodate the extension of hours.

4. Three (3) additional days will be scheduled. These days will consist of up to two (2) hours of district/building meetings and five (5) hours of work time for teachers.

5. The teacher's last workday shall include: an Association meeting and a district-wide presentation. Teachers shall be allotted at least half of the day to work in their classrooms.

   Additional professional development days may be added to the calendar at the District's discretion within the contractual school year.

6. A conference shall be scheduled by the office staff for each student/parent. Any request by parents to reschedule the conference shall be handled by the office staff within the hours/timelines established for the conference days. If it is not possible to schedule within the established hours, the teacher shall then assume the responsibility of scheduling a time to meet with the student/parent. In such cases, the teacher shall work with the principal to determine appropriate flex or comp time, if the rescheduling required an extension of the total required hours.

B. CALENDAR

1. A school calendar committee shall be organized which shall be composed of one (1) representative from each building selected by the Association members and two (2) administrators, one which shall be the superintendent/designee.

2. The committee shall be charged with providing feedback on establishing at least two (2) calendar recommendations for a membership vote by January of each year. The committee shall provide the membership's recommended choice to the Board.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT OPPORTUNITIES

A. Each year a teacher may voluntarily participate in approved professional development hours provided by the Board beyond the normal workday. Teachers are required to sign in to verify attendance.

B. Any teacher who serves as a presenter for a professional development program in Lebanon will receive three (3) hours of credit for each one (1) hour of presentation time. Any teacher who serves as a presenter for a professional development program outside of the district will receive three (3) hours of credit for one (1) hour of presentation time. However, in cases when a teacher receives compensation as a presenter/instructor, he/she will not receive any professional development credit.

C. In addition, teachers shall participate in professional development programs/activities scheduled within the teacher workday, as defined in Article 13.

D. Once a teacher has banked twenty-five (25) hours of professional development beyond the normal workday, he/she will be credited with the equivalent of one (1) semester hour. Such hours will be accumulated and counted as credit for movement on the salary schedule to the BA+ column or the Masters+ column. Such hours shall meet the following expectations:

    1. All professional development hours/opportunities must occur outside the normal workday hours;
    2. Beginning with June 6, 2013 teachers will receive credit towards twenty-five (25) hours for participation in professional development opportunities;
    3. Hours (beginning June 6, 2013) may transcend across school years. In other words, a teacher is not required to accumulate twenty-five (25) hours in the span of one school year in order to have the hours count towards the required accumulation;
    4. The professional development opportunities/activities must be of high quality, intensive and sustainable in an effort to mirror the rigor required of a semester hour college coursework;
    5. The professional development opportunities/activities must take place in sufficient time periods in an effort to mirror the timelines required of a semester hour college coursework;

6. Applicable professional development opportunities shall include attendance at a workshop/in-service after school hours and outside the school year, college/ university courses, including on-line courses, for which university credit is not provided or the teacher elects not to pay the additional cost, workshop/in-service for which CEU is to be provided;
7. It shall be the teacher's responsibility to submit the completion of said activity/professional development, including that completed of anything between June 6, 2013 and beyond in order to receive the appropriate credit towards the accumulated hours.
8. Hours completed must be in their teaching assignment/licensure area or must be towards the advancement of their career in education.

ARTICLE 17 - REQUISITION OF SUPPLIES

It is expected that the principal and the staff will work closely together in establishing building priorities for expenditure of funds.

Anyone requesting supplies must have the written approval of the building principal on a Board approved requisition. The material, if approved, will be ordered and purchased by the school district. The treasurer has no authority to pay invoices for which there is no purchase order. If a teacher purchases supplies without a purchase order, he/she is responsible for payment.

ARTICLE 18 - COMPLAINT PROCEDURE

A. Community and school relations should reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible learning situation for the students. However, complaints and misunderstandings are inevitable. Complaints against teachers from nonmembers shall be handled as follows:

1. A complaint received by an individual Board member directed toward a teacher shall be referred to the superintendent.

2. The superintendent receiving a complaint directly or from a Board member shall inform the building principal, where the teacher is assigned, or the district athletic director if it involves an athletic supplemental contract.

3. The building principal, district athletic director, or superintendent will inform the teacher of the complaint and offer him/her an opportunity to address/settle it. This shall also occur when the building principal or athletic director receives a complaint.

B. INFORMAL STEP

Initial attempts to settle complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, parent, principal or athletic director and other appropriate staff personnel. If the complaint cannot be settled informally, the following procedures shall be followed:

C. FORMAL STEP

1. At the request of the complainant or teacher, a meeting of the teacher, principal, or athletic director and the complainant will be arranged at a mutually convenient time to discuss the complaint. Twenty-four (24) hours prior to the meeting, the parent shall reduce the complaint to writing and provide copies to the teacher. If the complaint was initiated at the superintendent's level (A.2 above), the teacher or complainant may request that superintendent be present at this meeting.

2. If the complaint is not resolved at that level, it may be appealed in writing by the complainant or teacher to the superintendent or his/her representative.

3. If it is still unresolved, it may be appealed in writing by the complainant or teacher to the Board or its designee. Upon request of either the complainant or teacher, a meeting shall be conducted in executive session.

4. The teacher shall have the right to Association representation at the meeting.

ARTICLE 19 - TRAVEL TIME

A. Teachers who are required to use their private automobile to travel between buildings shall be provided time to close one (1) classroom/building and set up one (1) classroom/building, along with actual travel time. Such time shall not be counted as planning time and shall be at least twenty-five (25) minutes.

B. The above referenced provisions shall not apply to preschool teachers and preschool related service providers which includes, but is not limited to, psychologists, speech/language pathologists, nurses, occupational therapists and physical therapists.

C. When appropriate, teachers who are required to travel between buildings shall be provided with a reserved parking space that will reduce the amount of walking to the building.

ARTICLE 20 - REDUCTION IN FORCE

A. If in the sole judgement of the Board, it determines to make a reduction in force, then reduction by attrition will be used to the extent possible. If further reductions are required, limited contracts shall be suspended in accordance with seniority within the teaching certification area affected. If it becomes necessary to reduce further after all limited contracts in a certificated area have been suspended, then continuing contracts shall be suspended in accordance with seniority within the teaching certification area affected.

For purposes of a reduction in force, all ratings are based on an average of the last three (3) summative evaluation cycles. Effective with this contract, Accomplished and Skilled evaluations will be deemed comparable. Developing and Ineffective will be separate categories.

B. Displacement rights for those teachers whose contracts are suspended shall be exercised, with no teacher holding a limited contract exercising displacement over a teacher with a

continuing contract. Displacement shall be limited to a teacher's area of certification/license. Additionally, when exercising displacement rights, the teacher shall only be able to displace the least senior teacher in his/her area of certification/license.

When displacement is complete, the district will suspend contracts as specified in Section A. above.

C. The superintendent shall give notice of the intent to recommend action to reduce staff to the Association and the affected teachers at least fifteen (15) calendar days prior to such action of the Board.

D. Teachers whose contracts have been suspended shall be recalled within a certificated area on the following basis:
   1. Teachers having continuing contracts by seniority.
   2. Teachers having limited contracts by seniority.

E. A teacher whose continuing contract is suspended will have the right to restoration to continuing service status if and when teaching positions for which he/she is certified become available.

F. Any teacher whose limited contract is suspended pursuant to this section of the contract shall be placed on a recall list for reemployment for twenty-four (24) months after the effective date of the suspension. If a vacancy occurs in such a teacher's area of certification, he/she will be offered the vacancy before outside applicants are considered.

G. Teachers placed on the recall list are responsible for maintaining accurate information concerning their whereabouts including the address and phone number where the Board may send a notice of recall. Additionally, it is the teacher's responsibility to provide updated information regarding renewal and any new endorsements/areas on his/her certification/license. The Board has fulfilled its responsibility herein by sending a written notice of vacancy to a teacher on the list by certified mail at the last address left by the teacher. Unclaimed, refused or non-deliverable notices, as well as failure to respond within five (5) calendar days of the delivery of the notice shall constitute refusal for assuming the position of the vacancy.

H. Teachers who are on the recall list shall be entitled to remain on the Board insurance plans as provided by rights established in COBRA. The Board shall provide the required information of such rights, including the necessary procedures to provide monthly payment(s) to the Board Treasurer or designee.

I. The language contained in this Article shall supersede in its entirety those provisions for reduction in force in Ohio Revised Code 3319.17.

ARTICLE 21 - PLANNING TIME

A. Planning periods in the high school and junior high shall not be less than one scheduled class period per student day.

B. Planning time for elementary and intermediate schools (Preschool-6) shall be a minimum

of two hundred (200) minutes per week. At least thirty (30) continuous minutes of planning time shall be scheduled during the student day for all teachers.

C. Internal Substitution

1. If a teacher agrees to substitute during his/her planning time in grades 7 - 12, due to the absence of a teacher he/she shall be paid $25.00 per incident.

2. In grades Preschool - 6, a teacher shall be paid $25.00 when a teacher's special is cancelled due to the absence of a teacher resulting in a loss of planning time.

3. When a teacher assumes teaching responsibilities for students not normally assigned to him/her the teacher shall receive the regular substitute rate for the period of time he/she assumed such duties. This does not include intervention specialists who are assigned to work in that classroom as a co-teacher in grades 5-12.

4. In the event a class is split among multiple teachers the substitute rate shall be proportionally divided based on the number of students and the number of hours the teacher has responsibilities for the additional students.

5. The above internal substitution pay will be issued for times when a substitute teacher would normally be called but could not be obtained.

ARTICLE 22 - CLASS SIZE

The parties agree that creating balanced classes is an important goal. There will be collaboration with the appropriate building team (e.g. department chairpersons, MTSS committee members, point people, BLT committee members, etc.) to develop balanced classes for the upcoming year.

There shall be two opportunities for collaboration among administrators and teachers with one opportunity being scheduled prior to the end of January and the second being scheduled before the end of May.

During the collaboration meeting, the parties will discuss enrollment data and demographics projected for the upcoming school year. Every effort shall be made to maintain a balance of regular education students, students with disabilities, English learners, and gifted students in each class. The Association acknowledges that some classes/courses are designed for the needs of specific subgroups of students.

ARTICLE 23 - ATTENDANCE OF TEACHERS' CHILDREN

A teacher who resides outside of the district may choose to enroll his/her child(ren) in the Lebanon City School District provided the child has not been previously expelled from another school district. These children shall be permitted to attend tuition-free, except any cost to provide services for special education children in excess of the statutory tuition rate of the Lebanon City Schools shall be paid by the teacher enrolling his/her child in a special education program in the District.

ARTICLE 24 - MEDICATION

A. With the exception of the nurse, teachers shall not be required to administer any routine/scheduled medication to students or provide any medical procedures such as catheterization or injection.

B. Exceptions to administering routine/scheduled medication shall be when students are attending school related events which are off the school premises, such as field trips or supplemental contract activities. In such cases, teachers shall be provided with the appropriate procedures necessary to administer the medication.

C. Teachers may have to administer emergency medication while supervising students.

ARTICLE 25 - ELEMENTARY CLASSROOM AIDES

A. Building assignments for full-time educational aides (8 hours a day) shall be as follows:

Four aides - Bowman
Two aides - Berry
Two aides - Donovan

When the configuration of buildings changes in the district, the equivalent number of aides shall be provided.

B. Educational aides at each one of these buildings will have the primary responsibility to relieve teachers from and perform the following duties: cafeteria duties, recess duty, and bus duty. Time within the 8-hour workday in which aides are not performing cafeteria, recess and/or bus duty shall be spent assisting a teacher as requested by said teacher. Such aide assistance shall be available to all teachers in the building on an equitable basis.

ARTICLE 26 – RESIDENT EDUCATOR PROGRAM
2 Year and 4 Year Program Requirements

A. 4 Year Program Mentor Teacher

1. Criteria for Mentor Teachers: RE Year 1 and RE Year 2

The Mentor Teacher must:

a. Have a minimum of 5 years of teaching experience or be a graduate of the Resident Educator Program;
b. Hold a valid teaching certificate/license and preferably be teaching or have taught in the same area of certification as the Resident Educator;
c. Be willing to continue professional growth through participation in the Mentor trainings required by the Ohio Department of Education;

d. Be willing to meet with Resident Educator a minimum of once every two (2) weeks to complete RE requirements, collaborate, develop lessons and discuss concerns.

2. Duties of the Mentor Teacher RE Year 1 and Re Year 2
   a. Collaborate in good faith with the assigned Resident Educator;
   b. Read, and sign off on, and keep a personal copy of all required and completed sections of the Resident Educator checklist prior to each meeting with the Program leader;
   c. Report directly to the Program Leader at each required meeting;
   d. Assist the Resident Educator in the orientation to the operations of the building and his/her responsibilities;
   e. Assist the Resident Educator in the orientation to the policies, procedures, curriculum and instructional resources of the building and district;
   f. Assist the Resident Educator in the improvement of the instructional skills and classroom management;
   g. Meet with Resident Educator a minimum of once every two (2) weeks to complete RE requirements, collaborate, develop lessons and discuss concerns.

3. Criteria for Mentor Teachers RE Year 3

   The Mentor teacher must:
   a. Have taken and passed all parts of RESA;
   b. Take on-line facilitator training required by ODE.

4. Duties of Mentor Teacher RE Year 3
   a. Read and become familiar with RESA handbook for the current school year;
   b. Assist Resident Educator 3 in submitting required tasks and answer questions regarding each task

B. 2 Year Program Mentor Teacher

1. Criteria for Mentor Teachers: RE Year 1 and RE Year 2

   The Mentor Teacher must:
   a. Have a minimum of 5 years of teaching experience or be a graduate of the Resident Educator Program;
   b. Hold a valid teaching certificate/license and preferably be teaching or have taught in the same area of certification as the Resident Educator;
   c. Be willing to continue professional growth through participation in the Mentor trainings required by the Ohio Department of Education;

d. Be willing to meet with Resident Educator a minimum of once every two (2) weeks to complete RE requirements, collaborate, develop lessons and discuss concerns.

2. Duties of the Mentor Teacher RE Year 1 and Re Year 2

a. Collaborate in good faith with the assigned Resident Educator;
b. Read, and sign off on, and keep a personal copy of all required and completed sections of the Resident Educator checklist prior to each meeting with the Program leader;
c. Report directly to the Program Leader at each required meeting;
d. Assist the Resident Educator in the orientation to the operations of the building and his/her responsibilities;
e. Assist the Resident Educator in the orientation to the policies, procedures, curriculum and instructional resources of the building and district;
f. Assist the Resident Educator in the improvement of the instructional skills and classroom management;
g. Meet with Resident Educator a minimum of once every two (2) weeks to complete RE requirements, collaborate, develop lessons and discuss concerns.

3. Criteria for Facilitator RE Year 2

The Facilitator must:
a. Have taken and passed all parts of RESA;
b. Take on-line facilitator training required by ODE.

4. Duties of Facilitator RE Year 2
a. Read and become familiar with RESA handbook for the current school year;
b. Assist Resident Educator 2 in submitting required tasks and answer questions regarding each task

C. 2 Year and 4 Year Program Mentor Selection Process

1. Prior to the new teacher workday, the building principal and the Human Resource Director will select each Mentor and assign him/her to a Resident Educator;
2. The Mentor Teacher and Resident Educator shall be assigned to the same building.

D. Resident Educators

Each Resident Educator will:

1. Participate fully in activities of the Resident Educator Program;
2. Collaborate in good faith with the assigned Mentor Teacher;
3. Complete all required paperwork prior to the dates set forth by the Program Leader;
4. Keep a personal copy of all required paperwork, including student work and other evidence in an organized binder.
5. Meet with his/her Mentor Teacher prior to the required meetings and go over all required paperwork and have the Mentor Teacher sign off on it;
6. Attend all required meetings set up by the Program Leader.

E. Program Leader

The program leader will:

1. Set-up meetings for all Resident Educators and Mentor Teacher;
2. Read and sign off on all required paperwork;
3. Provide materials via e-mail and/or hard copy to each Resident Educator and Mentor Teacher;
4. Work with Human Resources to ensure that all Mentor Teachers are trained;
5. Work with Human Resources Director to ensure that all Resident Educators and Mentors are registered each year in Core;
6. Report directly to the Human Resource Director;
7. Will work with building principal or Human Resource Director on selection of mentors;
8. Will assist Mentor Teachers with any questions or issues they may have regarding the Resident Educator Program;
9. Will discuss with the Human Resource Director regarding break of contract of mentors of RE's.

F. Compensation- 2 Year and 4 Year Program

1. 4 Year Program
   a. A Mentor Teacher shall be compensated for each Resident Educator assigned to him/her. Mentor Teacher duties automatically terminate at the end of the school year and notice of non-renewal is not required.
   b. A substitute teacher will be provided to release the Mentor Teacher and Resident Educator each from teaching duties to allow for observation, consultation, assistance and paperwork as follows:
      1. Two (2) days in RE Year 1 and RE Year 2
      2. Three (3) days in RE Year 3;
      3. One (1) day in RE Year 4 if retaking a section(s) of the RESA
   c. Mentor Teacher:
      1. $ 800 Year 1 (for every Resident Educator's first year in district)

2. $ 800 Year 2
3. $ 200 (for each RE) Year 3
4. $ 200 Year 4 Placed with mentor teacher working with RE Year 3
5. Any Mentor Teacher who continues working with the same Resident Educator Year 1 into RE Year 2 will receive an extra $100 each year.

2. 2 Year Program

a. A Mentor Teacher shall be compensated for each Resident Educator assigned to him/her. Mentor Teacher duties automatically terminate at the end of the school year and notice of non-renewal is not required.

b. A substitute teacher will be provided to release the Mentor Teacher or Facilitator and Resident Educator each from teaching duties to allow for observation, consultation, assistance and paperwork as follows:
   1. Two (2) days in each RE Year 1 and RE Year 2 with Mentor
   2. Two (2) days in RE Year 2 with Facilitator

3. Mentor Teacher:
   1. Mentor- $ 800 Year 1 (for each RE)
   2. Mentor- $ 800 Year 2 (for each RE)
   3. Facilitator- $ 200 (for each RE) Year 2
   4. Any Mentor Teacher who continues working with the same Resident Educator Year 1 into RE Year 2 will receive an extra $100 each year.

In year 2, RE's will be assigned both a mentor and a facilitator.
The same individual can be both the Mentor and Facilitator and will receive compensation for both roles.

4. 2 and 4 Year Program Leader(s) Compensation: $ 2,700 yearly

The goal is to assign the Program Leader to a maximum of twelve (12) Mentor Leader/Resident Educator pairs. When the number of Mentor Teacher/Resident Educators exceeds twelve (12) for RE 1, RE2, RE3, or RESA retake an additional Program Leader shall be hired. When the number of Mentor Teacher/Resident Educator exceeds twenty-four (24), for RE 1, RE2, RE3, or RESA retake an additional Program Leader will be hired, etc.

G. Program Review

The Program Leader and the Human Resource Director will review and evaluate the Resident Educator Program as needed to determine if any changes to the program are warranted. Input will be sought from both the Mentor Teachers and the Resident Educators. Any recommendations shall be submitted in a written report to the Association President and the superintendent and reduced to a signed memorandum of understanding.

ARTICLE 27 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The procedures and processes for the Local Professional Development Committee will be developed in collaboration with the District administration annually. The Committee shall determine a meeting schedule annually. The Committee work will include, but is not limited to, approval of IPDP's, verification of professional development hours, and revision of the current LPDC binder contents.

The committee will consist of up to twelve (12) members appointed by the Association. Teachers appointed by the Association shall be paid a stipend of $650.00. Payment for such work shall be paid on the second pay June. Committee member compensation may be prorated based upon attendance and work completed. Prior to the beginning of the school year, the administration and the Association shall develop a prorated compensation schedule.

ARTICLE 28 - HIRING RETIREES

A. An LEA member employee who retires through STRS and applies for and is offered employment by the Board after retirement shall be placed up to Step 5 on the salary schedule on the appropriate educational attainment column. In addition, at the option and sole discretion of the Superintendent, additional years of service credit on the salary schedule upon initial re-employment may be provided to the retired-rehired employee based upon the needs of the District.

B. A Rehired Retiree who continues employment with the Board following their initial year of re-employment shall advance to the next step on the salary schedule each contract year, provided they have worked for at least 120 days of work in the prior contract year.

C. The Board will provide health, life and dental insurance to Rehired Retirees in accordance with Article 45.

D. A Rehired Retiree shall not be entitled to receive severance pay or any other retirement-based incentive upon final separation of employment with the Board.

E. A Rehired Retiree shall be entitled to accumulate and use sick leave in accordance with Article 39.

F. A Rehired Retiree shall be hired under a one-year limited contract, following the sequencing of contract established in Article 8. Each limited contract shall automatically expire at the end of its term and shall not be subject to the nonrenewal requirements specified in Article 11. A Rehired Retiree shall not be eligible for multi-year contract or continuing contract status. The provisions of this Paragraph are intended to and supersede the provisions of O.R.C. Sections 3319.08 and 3319.11.

G. The contract of a Rehired Retiree shall be suspended before the contract of any other limited or continuing contract teacher in the affected area of licensure and certification in relation to a reduction in force. The provisions of this Paragraph are intended to and supersede the provisions of O.R.C. Section 3319.17.

ARTICLE 29 – MENTOR PROGRAM FOR EXPERIENCED EDUCATORS

Any teacher hired by the Board who is experienced and not a resident educator as defined by the Ohio Department of Education, shall be assigned to a mentor teacher during his/her first year of employment. Said mentor teacher shall be compensated $250.

ARTICLE 30- CURRICULUM K-6 POINT POSITIONS

Effective with the 2016-17 school year thirty-one (31) elementary curriculum point positions will be posted in grades K-6. There shall be one (1) position for each of the following curriculum areas at each grade level:

English Language Arts
Mathematics
Science
Social Studies

Additionally, there shall be one (1) special education curriculum point position in each building.

Teachers interested in the positions shall respond to the posting and will be interviewed by the building principal and director of curriculum and instruction. The teacher selected for the position shall serve for at least two (2) years.

The purpose of the curriculum point positions is to provide curriculum leadership in the content area.

Each curriculum point person shall receive a $800.00 stipend per year to be paid in June when supplemental contract pay is issued.

SECTION III - LEAVES OF ABSENCE

ARTICLE 31 PROFESSIONAL LEAVE 39
ARTICLE 32 UNPAID LEAVES OF ABSENCE 39
ARTICLE 33 ASSAULT LEAVE 39
ARTICLE 34 CHILD CARE LEAVE 39
ARTICLE 35 FAMILY MEDICAL LEAVE 41
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ARTICLE 31 - PROFESSIONAL LEAVE

A. Upon the teacher's request and/or upon the recommendation of the principal and with approval of the superintendent, teachers shall be permitted to attend professional meetings/conferences, educational exhibits related to the teacher's subject area, and/or observation of another school system. A professional meeting or conference is one that is directly concerned with the education of students of public school age.

B. When reasonably possible, notice shall be submitted to the principal at least ten (10) working days prior to the date of the leave.

C. Expenses incurred shall be itemized, with receipts attached, and submitted to the treasurer upon return from leave and prior to any reimbursement. Unless otherwise agreed upon, reimbursement for travel, meals and lodging shall be based upon the actual costs on the receipts. Registration fees shall be paid in full.

ARTICLE 32 - UNPAID LEAVES OF ABSENCES

A. Upon the written request of a teacher, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive years for educational, professional, or other purposes and shall grant such leave where illness or other disability is the reason for the request. With his/her request, the teacher shall state the purpose for the leave and, if it is for medical reasons, the teacher shall supply a statement from a physician stating the period of time the teacher will be unable to return to work because of illness. Upon return from the leave, the teacher shall be offered a position for which he/she is certified. A teacher must notify the Human Resources Department in writing by March 15th of the teacher's intent to return to active work status the following year.

B. Should a teacher exhaust his/her FMLA benefits within the last thirty (30) workdays of a school year, the Board shall continue paying its share of the health insurance premiums through the summer months.

ARTICLE 33 - ASSAULT LEAVE

Any teacher who is unable to perform his/her duties due to a physical assault upon the teacher during the performance of his/her duties shall receive assault leave up to a maximum of ten (10) days. Upon request from the superintendent, the teacher shall provide the superintendent with a statement from his/her physician that the teacher is unable to perform the duties due to the injury. After the incident occurs, the administration shall initiate student or staff disciplinary proceedings. Additionally, upon request of the superintendent, the teacher shall file a police report and provide a copy of the report to the superintendent.

ARTICLE 34 - CHILD CARE LEAVE

A. Unpaid child care leave shall be granted to a teacher to care for a newborn child, an adopted child under school age or a child for whom the adoptive agency requires full-time parental care. A teacher shall be entitled to unpaid leave for a period of up to one (1) school year plus

the remaining portion of the school year in which the leave initially commences. Extensions may be granted at the discretion of the Board.

B. Any teacher desiring child care leave shall submit a written notice to the superintendent not later than sixty (60) days prior to the anticipated leave date (except for unusual circumstances and/or where adoptive agency gives less than sixty (60) days' notice), advising the superintendent of the anticipated date and further advising the superintendent of the approximate dates that the teacher shall commence and end leave.

C. The term of the teacher's contract shall not be extended by child care leave, but in the event that a teacher's limited contract expires while on leave, the contract will be renewed or nonrenewed in accordance with normal procedures for all teachers.

D. The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant teacher from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio and the terms of this agreement.

E. The teacher may return from leave at the start of a semester, grading period or school year. If the teacher wishes to return at a time other than the start of a semester, grading period, or school year, they can provide a written request and approval may be granted by the superintendent. The superintendent and the Board had discharged their responsibility under this policy by offering the returning teacher the former position he/she held. Under unusual circumstances, such as a shift in enrollment or class offerings, the teacher may be offered a similar position for which he/she is certified.

   A teacher electing to return at the start of the school year shall notify the Board of his/her intent to return by March 15 in order to return to the former position he/she held. If the notification is after March 15, he/she will be offered a comparable position for which he/she is certified/licensed. Failure to notify the Board by April 15 of the teacher's intent to return to active work status at the beginning of the following work year shall be considered a resignation of the teacher's employment.

F. Should a teacher exhaust his/her FMLA benefits within the last thirty (30) workdays of a school year, the Board shall continue paying its share of the health insurance premiums through the summer months.

G. FAMILY MEDICAL LEAVE ACT FOR CHILDBIRTH

   During the school year, a teacher is entitled to use up to twelve (12) weeks of leave under the Family Medical Leave Act following the birth of his/her baby. During this period of time, the Board will continue to pay its share of the insurance benefits.

   During this twelve (12) week period of time, the teacher is required to use accumulated sick leave for the period of time that he/she is unable to perform her teaching duties due to the birth of her baby.

   Sick leave can be used for a maximum of six (6) weeks for natural childbirth or eight (8) weeks for cesarean section. Additional time off that is not medically necessary is unpaid.

A teacher may return to his/her full-time teaching status any time during this twelve (12) week period or the day after the twelve (12) week FMLA period ends. Exceptions to this are governed by the Family Medical Leave Act which permits the Board to restrict return dates when the leave commences towards the end of the semester. In such cases, the return date shall comply with the provisions detailed in Section E.

A teacher electing to remain off work beyond the twelve (12) week period shall be considered to be on a child care leave as governed by terms of this Article, A-F. A teacher's return to full-time teaching status from the child care leave must comply with the provisions detailed in Section E.

ARTICLE 35 – FAMILY MEDICAL LEAVE

An eligible teacher has the right to take up to twelve (12) weeks of unpaid leave under the provisions of the Family Medical Leave Act (FMLA) during a one-year period following the first day of usage. During this period of time, the Board is required to provide insurance coverage with the same premium sharing rate as specified in Article 48.

FMLA is unpaid although any applicable paid leave will be utilized concurrently.

A teacher interested in using FMLA should consult with the Human Resource Director or the Association to more fully understand the parameters within the governing statute.

ARTICLE 36 - MILITARY LEAVE

Any teacher who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such teachers shall be reinstated into their positions in the school system with full credit, including the annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made in accordance with ORC 3319.14.

ARTICLE 37 - PERSONAL BUSINESS LEAVE

A. A teacher shall be granted three (3) days of personal leave each year for business which cannot be transacted outside of school hours and requires no explanation.

   An employee hired before September 30 is entitled to three (3) personal days. An employee who is employed between October 1 and December 31 is entitled to two (2) days of personal leave. An employee who begins employment between January 1 and March 31 is entitled to one (1) day of personal leave for the remainder of the school year.

B. Personal leave will not be granted for less than one-fourth (1/4) day.

C. Except in cases of emergency, approval of personal leave days will be granted only if the teacher gives notification in advance and submits the proper request form at least three (3) days before the date(s) of leave.

If a leave is of an emergency nature, the advance request is waived; however, the request form will be completed within three (3) days after the teacher's return to work and submitted through the regular channels in order for the teacher to receive reimbursement for the time off duty.

D. With the exception of emergencies, five (5) teachers per building shall be on a scheduled absence, excluding long-term leave, on any given day.

Request and approval of personal leave days shall be approved on a first-come basis. Approval of a teacher's request of personal leave usage cannot be withdrawn once granted.

E. Personal leave shall not be taken on the following days, except as provided in F. below.

1. Days on which a regularly scheduled district meeting or inservice has been called;

2. The day immediately following or preceding a holiday or break, or on the last day of the school year;

3. During the first ten (10) days of the school year;

4. On the last three (3) Mondays and Fridays of the last three (3) weeks of the school year.

F. Exceptions to E. above include:

Emergencies;
Graduations;
Weddings;
Religious observance;
Funerals for those not covered by sick leave;
Initial transportation of children to college or for return home from college;
Other extenuating or special circumstance as approved solely by the superintendent/designee.

G. Personal leave days which are not used during the school year shall be converted to sick leave by September 1 of each year. Alternatively, upon request of the member, up to 2 unused personal leave days may roll-over into next contract year. In no event shall a member have more than 5 personal leave days accrued in a contract year. A member shall notify the Treasurer, in writing, no later than the last day of the contractual work year if they wish to exercise this option. Failure to notify the Treasurer prior to the last day of their contractual work year will result in any unused personal days being rolled into the member's sick leave accumulation, as noted above. In cases of retirement, said conversion shall occur prior to the issuance of severance pay.

ARTICLE 38 - SICK LEAVE

A. Sick leave accrues at the rate of 1-1/4 days per month or fifteen (15) days per year. Effective with the 2022-23 school year, there is no longer a maximum number of sick days an employee may accrue. However, for purposes of severance pay (Article 42), an employee's payout will be based on a maximum of two hundred fifty (250) days.

B. Teachers who are new to the district shall be advanced five (5) days of sick leave. At the completion of the fourth month of service and each month thereafter the teacher shall accrue at the rate of one and one-fourth (1-1/4) days per month.

C. A teacher who exhausts his/her sick leave shall be advanced up to five (5) days of sick leave per year, upon written request.

D. Teachers may draw against sick leave allowance for illness, injury or death in the immediate family.

E. Teachers are entitled to full salary for sick leave absences as specified below:

1. For absence due to personal illness, illness due to pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, and to illness, injury or death in the teacher's immediate family.

2. The immediate family shall be defined as the teacher's mother, father, husband, wife, child (including step or foster parent or child) or other permanent resident of the teacher's household.

F. In the case of death or serious illness in addition to those persons listed above, immediate family shall be defined as the teacher's mother-in-law, father-in-law, grandparent, grandchild, brother, sister, daughter-in-law, son-in-law, aunt, uncle, fiancé, partner, niece and nephew.

G. SICK LEAVE BANK

The purpose of a sick leave bank is to loan additional days to a teacher who has experienced a catastrophic injury or illness to him/herself or his/her spouse or dependent child and has exhausted all personal leave days, accumulated sick leave, advancement of sick leave and is not eligible for disability retirement under STRS.

For new employees or existing employees who want to begin participation in the sick leave bank, prior to October 1, a teacher may activate his/her participation in the Sick Leave Bank by contributing one (1) day of his/her accumulated sick leave. Membership shall be continuous unless the teacher notifies the treasurer's office, in writing, between September 1 and September 15 that he/she cancels his/her membership.

A teacher must be an active participant in order to be eligible to borrow sick leave days from the bank. Days shall be loaned in increments not to exceed forty-five (45) days. A teacher may request additional days, if necessary.

The maximum number of days that a teacher can borrow for one (1) illness is ten (10%) percent of the total number of days in the bank.

A teacher making a request for the use of days in the Sick Leave Bank must complete the application form in Appendix E and submit it to the Director of Human Resources. The Director of Human Resources will notify the Sick Leave Bank Committee that a request has been received.

The Sick Leave Bank Committee shall convene and review all applications for approval and/or disapproval. The Director of Human Resources shall forward the decision of the Sick Leave Bank Committee to the applicant. The decisions of this committee shall be final and shall not be subject to the grievance procedure in Article 4.

The Sick Leave Bank Committee shall consist of one (1) representatives per building appointed by the Association co-presidents and two (2) representatives appointed by the Board who shall oversee the functions of the Sick Leave Bank, effective with the ratification of this agreement, the parties will review the appointment of the representatives to this committee and make final selections.

Sick Leave Bank days utilized by a teacher shall not be required to be repaid back to the bank.

Note: For the duration of this agreement, a threshold of eight hundred (800) days shall be established. Should the Sick Leave Bank fall to eight hundred (800) days, each participant shall be required to contribute an additional day to remain in the bank.

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ARTICLE 39 - PAYDAYS

A. Paychecks shall be paid in 24 installments on the 5th and the 20th of each month. If the 5th or 20th fall on a weekend or holiday, the paycheck shall be paid on the calendar day prior to the weekend or holiday. New teachers shall receive 25 pays their first year and then be on 24 pays thereafter, only if the first pay is past August 20th of any given year.

B. A teacher shall have his/her paychecks paid through direct deposit.

C. A teacher utilizing an unpaid leave of absence shall have his/her paycheck docked his/her daily rate of pay on a prorated basis.

D. Payment for any committee work shall be paid twice a year by checks that are separate from the regular paycheck. The first pay shall be issued on the second pay period in November; the second pay will be issued on the second pay period in June.

E. A teacher may authorize the District Treasurer to deduct from each paycheck a dollar amount for the LEA Scholarship Fund. A minimum of seven (7) participants shall be required before such deductions are implemented.

ARTICLE 40 - TAX SHELTERED ANNUITIES

The Board has authorized payroll deduction for any tax sheltered annuity approved by the Internal Revenue Service and per the Board approved plan document which identifies vendors/accounts to which teachers can contribute. However, no teacher shall be required to discontinue contributions with a current vendor/account.

ARTICLE 41 - TRAVEL ALLOWANCE

A. A teacher required by the responsible administrator to use his/her private automobile to travel routinely as part of his/her duties shall be reimbursed monthly at the rate established by the IRS.

ARTICLE 42 - SEVERANCE PAY

A. A teacher who has been employed in the district for more than ten (10) years and who, upon leaving the employment of the district, retires and begins to receive benefits from the State Teachers Retirement System, State of Ohio, shall receive severance pay in an amount equal to twenty-eight percent (28%) of the employee's accumulated but unused sick leave balance, up to a maximum of 70 days.

B. Distribution of the severance pay shall be made within thirty (30) days following the date of retirement.

C. A teacher who has reached the maximum sick leave accumulation specified in Article 38 shall be entitled to earn additional severance days. For each fifteen (15) days of

unused sick leave beyond the maximum, a teacher shall be credited with one (1) day for severance pay purposes only. For example, a teacher who has thirty (30) days of unused sick leave beyond the maximum sick leave accumulation shall be credited with two (2) days of additional severance pay at the time of retirement. Such days shall be in addition to the days specified in A. above.

D. A teacher who has the maximum sick leave accumulation on August 31, 2003 and has been employed by the Board for at least twenty (20) years, shall be credited with eight (8) days of severance pay, which shall be in addition to the amount specified in A. above. Additional days may be added to this bank in accordance with C. above.

ARTICLE 43 - COLLEGE COURSE REIMBURSEMENT

A. An annual $48,000 fixed budget shall be available for reimbursement of actual tuition costs incurred by the bargaining unit for coursework on the graduate or post-baccalaureate level.

B. The work taken must be in one of the following:

The teacher's field of certification/license
In work to maintain/upgrade certification/license
In the field of education or technology
Or in other work approved in advance by the superintendent.

C. The teacher must request reimbursement pursuant to this provision within forty-five (45) days after the university/college presents its grades and within said time frame must present proof of payment and of earned credit (grade B or better or pass in a pass/fail course) in order to be paid. Payment shall be made within thirty (30) days after submitting proof of grade and payment.

D. A teacher shall be reimbursed up to one thousand dollars ($1000.00). Should the actual tuition cost exceed $1000.00, the amount and number of hours shall be placed in a pool. On June 30 of each year, additional prorated reimbursement shall then be made with the remaining budget based on the number of teachers and hours in the pool.

E. Coursework must be completed at an accredited university as found in the most recent version of the Higher Education Directory. In addition, reimbursement will be prorated if the coursework requires less than 30 clock hours to earn 1 semester hour of college credit. (ie. Credit hours earned at Idaho State University will be reimbursed at 50% rate since only 15 hours of work are required to earn 1 semester hour of college credit.)

ARTICLE 44 - INSURANCES

A. The Board shall provide, through an approved carrier, insurance as specified in this article for all teachers. Informational booklets shall be available from the treasurer.

B. An Insurance Committee shall be formed whose purpose shall include, but not be limited to, a review of the current insurance consultant, coverage and carriers, a review of the financial status of the plan, premium rates, usage of the plan/claim history and the administration of the plan.

The committee shall meet quarterly or upon the written request of either the superintendent or the Association president.

The committee shall consist of at least six (6) Association representatives, at least one (1) Board member, four (4) OAPSE members, two (2) LCSEA members, the treasurer, the superintendent or his/her designee. Either the Association or the Board may request that a representative of its choice attend committee meetings provided advance notice is made to the other party.

Committee chairperson will be elected annually by the members of the committee.

C. Specification of health insurance coverage will continue as in effect on the initial date of this master contract. Different coverage in the current plan(s), including the addition of vision insurance, may be made during the term of this contract provided that the insurance committee, as described above, has reviewed options and made recommendations to the Board and the Association. Any alterations from the current coverage will require approval from the Board and the Association membership prior to implementation.

D. During the open enrollment period of each year a teacher is entitled to select from either: 1.) the PPO Plan or 2.) a High Deductible Health Plan with an optional Health Savings Account.

The HSA is an option that can be obtained by a teacher under the High Deductible Health Plan; it is not automatic.

The summary of specification for each plan is as follows:

PPO PLAN

	Modifications
Office Copay – Primary/Specialist	$25 / $40 Per Visit
Office Copays – Inpatient / ER / UCare	N/A/ $200 / $35
Deductible	$2,000 / $4,000
Coinsurance / Hospital	90%
Out-of-Pocket	$4,000 / $8,000
Pharmacy	$10 / $20 / $20
	Out-of-Network
Deductible	$2,500 / $5,000
Coinsurance	70%
Out-of-Pocket	$7,500 / $15,000

HIGH DEDUCTIBLE

	High Deductible
Office Copay – Primary / Specialist	$20 / $40 Per Visit
Other CoPays – Inpatient / ER / UCare	N/A / $100 / $35
Deductible	$3,000 /$6,000
Coinsurance / Hospital	100%
Out-of-Pocket	$3,750 /$7,500
Pharmacy	$10 / $35 / $60
	Out-of-Network – Single / Family
Deductible	$3,000 / $6,000
Coinsurance	70%
Out-of-Pocket	$7,000 / $14,000

E. A teacher may elect to initiate or change coverage by notifying the treasurer of that fact in writing during the open enrollment period of any school year. Teachers new to the system who want insurance coverage must enroll with thirty (30) days of employment. A teacher hired after the opening of the school year may enroll during his/her first month of employment or during the next enrollment period. Exceptions to the "open enrollment" period shall be for a teacher who elects to enroll due to a hardship as defined by the insurance carrier.

F. The teacher's share of the monthly premium cost shall be processed through a Section 125A-IRC plan. In addition, teachers shall have the opportunity to participate in the dependent care plan and medical expense reimbursement plan provided under Section 125 Flexible Benefit Plan at no cost to the teacher. If the carrier initiates a charge, the insurance committee shall review the circumstances to determine if the expense shall be assumed by the teacher or if another carrier shall be secured.

G. MEDICAL INSURANCE

1. The Board shall pay 80% of the premium for all full-time teachers.

2. The Board shall pay 80% of the premium for part-time teachers employed prior to July 1, 1989.

3. Tutors/small group instructors and part-time teachers who are employed for less than an average of 7.5 hours per day shall have a hospitalization plan provided by the Board with each party paying a prorated amount of the premium based upon the number of hours worked per day divided by 7.5.

4. A teacher employed prior to June 1, 2004, who received the benefit of the Board's past practice related to spousal premium payment — 0% of employee contribution for married spouses if both married spouses are working for the Board — will continue to receive the benefit of this management practice. However, effective June 1, 2004, any teacher who has not received this spousal premium arrangement in the past will not be eligible for such arrangement. Said teachers will be required to pay the premium in accordance with Section F 1, 2 or 3 above.

5. A teacher employed by the Board prior to June 1, 2004 shall be held harmless in the total amount of out-of-pocket expenses for prescription medication of $800.00 in a calendar year provided he/she selects the PPO plan.

6. If, during the term of this agreement, the parties through Sections B and C above, approve different health insurance coverage that results in a reduction in monthly premiums and/or a savings to the overall financial cost of the health insurance plans, the parties agree to open negotiations for discussions on the amount of premium payments shared by the Board and the teacher. Such discussions shall not be subject to Article 3 - Negotiations Procedure, Section G and I.

7. For a teacher selecting the High Deductible Health Plan and who pays at least twenty percent (20%) towards his/her premium, she/he may also elect to have an HSA. If a teacher elects to have an HSA, the Board shall contribute fifty percent (50%) towards the deductible annually. Half of the contribution shall be deposited in the teacher's elected and established Health Savings Account on January 1 of each year; the remaining half of the contribution shall be deposited in the teacher's Health Savings Account by July 1 of each year. Employees who resign prior to July 1st will not receive the July 1 HSA payment.

H. DENTAL INSURANCE

1. The Board shall pay 90% of the premium for all full-time teachers.

2. The Board shall pay 90% of the premium for part-time teachers employed prior to July 1, 1989.

3. Tutors/small group instructors and part-time teachers who are employed for less than an average of 7.5 hours per day shall have a dental plan provided by the Board with each party paying a prorated amount of the premium based upon the number of hours worked per day divided by 7.5.

4. The lifetime maximum for orthodontics shall be $2,000.

I. LIFE INSURANCE

The Board shall provide a $50,000 term life insurance policy, including accidental death and dismemberment, for all teachers working half time or more. For those teachers working less than half time, the Board shall provide a $25,000 term life insurance policy, including accidental death and dismemberment. Teachers may elect to purchase additional insurance to the amount allotted for each year if the option is offered by the insurance carrier.

ARTICLE 45 - SALARY PLACEMENT

A. PLACEMENT ON THE SALARY SCHEDULE

1. For initial placement on the salary schedule, a teacher with experience shall be placed on the salary schedule for each year of such teaching experience up to a maximum of five (5) years for:

   a. Teaching experience at a chartered public or non-public school located in the State of Ohio;

   In addition, the Board, at its sole option and discretion, may credit more than five (5) years of credit on the salary schedule for teaching experience based upon the needs of the district.

2. Teachers with military experience shall be placed on the salary schedule for each year of service up to a maximum of five (5) years. A year for purpose of this section is defined as eight (8) continuous months of service.

3. Teachers shall be credited with one step on the salary schedule for each one hundred twenty (120) paid days in a school year at the start of each subsequent school year.

B. WAGE INCREASES

2026-2027 – 3% Base increase (previously negotiated). Each employee shall receive a one-time stipend payable on the 2nd pay day in January 2027 of $750.00 on a separate check.

2027-2028 – 3% Base Increase

2028-2029 – 3% Base Increase

B. OUT-OF-STATE CREDIT

Teachers with out-of-state experience shall be placed on the salary schedule for each year of such teaching experience to a maximum of five (5) years. Teachers shall be required to submit transcripts in accordance to E. below.

C. BACHELOR + COLUMN

For placement or movement to the BA +15 hour column, a teacher shall be required to earn fifteen (15) semester graduate or undergraduate hours (or equivalent quarter hours) after obtaining his/her bachelor degree and/or hours earned in accordance with Article 16 Section D. The exception will be when a teacher has earned an initial bachelor degree with 150 hours. Such a teacher shall be placed on the BA +15 column when first hired.

Any teacher placed on the BA +15 column prior to the 2002-03 school year shall not be required to fulfill the above coursework.

Coursework must be completed at an accredited university as found in the most recent version of the Higher Education Directory. In addition, reimbursement will be prorated if the coursework requires less than 30 clock hours to earn 1 semester hour of college credit. (ie. Credit hours earned at Idaho State University will be equal to .5 semester hours of credit toward movement on the salary schedule.)

D. MASTERS + COLUMN

For placement on the MA +20 hour column, the hours must be graduate semester hours (or equivalent quarter hours) obtained after the master's degree or hours earned in accordance with Article 16, Section D.

Teachers shall be required to submit transcripts in accordance to E. below for placement on the Masters +20 column.

Coursework must be completed at an accredited university as found in the most recent version of the Higher Education Directory. In addition, reimbursement will be prorated if the coursework requires less than 30 clock hours to earn 1 semester hour of college credit. (ie. Credit hours earned at Idaho State University will be equal to .5 semester hours of credit toward movement on the salary schedule.)

E. TRANSCRIPTS AND CERTIFICATES

1. All teachers are to have official copies of their complete transcripts and teacher certificate(s) on file in the superintendent's office. For those who have accumulated enough hours to move to a new horizontal step the complete transcripts must be filed in the superintendent's office by the following dates:

   A. August 1: For appropriate placement to be effective with the first paycheck of the school year;

   B. October 1: For appropriate placement to be retroactive to the start of the school year;

   C. March 1: For appropriate placement to be retroactive to the start of the second semester.

It is the teacher's responsibility to indicate in writing that he/she has sufficient hours to qualify him/her for movement on the salary schedule.

In cases of retroactivity, the actual pay shall be spread out over the remainder of the paychecks in the school year after the Board has taken action to approve placement.

2. If transcripts are not available by the above specified dates, a letter of successful completion from the instructor and/or the official grade card shall suffice, until a transcript can be provided.

F. SPECIAL EDUCATION

Each special education teacher and speech therapist shall have the option to select either:

1. To receive a $800 stipend, or;

2. Be provided with three (3) days of release time to work on legally required documents such as IEPs, MFEs, etc.

On or before September 15th of the school year, each teacher shall make his/her selection as to which option he/she has chosen and must notify the pupil personnel director in writing. No changes can be made once a teacher has made his/her selection.

For those choosing the stipend option, payment shall be made in two separate and equal payments: 1.) on the second pay in November; and 2.) the second pay period in June. Payment shall be by a check separate from the regular paycheck.

G. REHIRING OF LEBANON VETERAN TEACHERS

In the event a teacher with more than five (5) years of previous teaching experience in Lebanon City Schools returns to service with the Board, the Board shall provide not less than five (5) years of service credit for the actual prior teaching experience when placing the teacher on the salary schedule. In order to qualify for teaching experience, the teacher must have been previously employed for at least one hundred twenty (120) days under a teacher's contract each year. The rehired teacher shall be properly and fully accredited on the appropriate academic training level on the District's salary schedule.

This provision shall supersede and replace in its entirety Ohio Revised Code § 3317.14.

Lebanon City Schools
Certified Salary Schedule
School Year 26-27

		Previous Yr-Step 0	Annual Increase
Base Index	$48,534	$ 48,439	3.00%

STEP	BACHELOR'S		BA+15		MASTER'S		MASTER'S +20		PSYCHOLOGISTS	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.0280	49,893	1.0700	51,931	1.1400	55,329	1.2078	58,619	1.5000	72,801
1	1.0610	51,495	1.1150	54,115	1.1900	57,755	1.2578	61,046	1.5500	75,228
2	1.1020	53,484	1.1600	56,299	1.2400	60,182	1.3078	63,473	1.6000	77,654
3	1.1430	55,474	1.2050	58,483	1.2900	62,609	1.3578	65,899	1.6500	80,081
4	1.1840	57,464	1.2500	60,668	1.3400	65,036	1.4078	68,326	1.7000	82,508
5	1.2250	59,454	1.2950	62,852	1.3900	67,462	1.4578	70,753	1.7500	84,935
6	1.2660	61,444	1.3400	65,036	1.4400	69,889	1.5078	73,180	1.8000	87,361
7	1.3070	63,434	1.3850	67,220	1.4900	72,316	1.5578	75,606	1.8500	89,788
8	1.3480	65,424	1.4300	69,404	1.5400	74,742	1.6078	78,033	1.9000	92,215
9	1.3890	67,414	1.4750	71,588	1.5900	77,169	1.6578	80,460	1.9500	94,641
10	1.4300	69,404	1.5200	73,772	1.6400	79,596	1.7078	82,886	2.0000	97,068
11	1.4710	71,394	1.5650	75,956	1.6900	82,022	1.7578	85,313	2.0500	99,495
12	1.5120	73,383	1.6100	78,140	1.7400	84,449	1.8078	87,740	2.1000	101,921
14	1.5530	75,373	1.6550	80,324	1.7900	86,876	1.8578	90,166	2.1500	104,348
16	1.5940	77,363	1.7000	82,508	1.8400	89,303	1.9078	92,593	2.2000	106,775
18	1.6350	79,353	1.7450	84,692	1.8900	91,729	1.9578	95,020	2.2500	109,202
20	1.6760	81,343	1.7900	86,876	1.9400	94,156	2.0078	97,447	2.3000	111,628
22	1.7170	83,333	1.8350	89,060	1.9900	96,583	2.0578	99,873	2.3500	114,055
24	1.7580	85,323	1.8800	91,244	2.0400	99,009	2.1078	102,300	2.4000	116,482
26	1.7990	87,313	1.9250	93,428	2.0900	101,436	2.1578	104,727	2.4500	118,908
27	1.8810	91,292	2.0150	97,796	2.1900	106,289	2.2578	109,580	2.4500	118,908
28	1.8810	91,292	2.0150	97,796	2.1900	106,289	2.2578	109,580	2.5000	121,335
29	1.9220	93,282	2.0600	99,980	2.2400	108,716	2.3078	112,007	2.5000	121,335
30	1.9220	93,282	2.0600	99,980	2.2400	108,716	2.3078	112,007	2.5500	123,762
31	1.9630	95,272	2.1050	102,164	2.2900	111,143	2.3578	114,433	2.5500	123,762
32									2.6000	126,188

Homebound Speech/OT/PT/Tutors $36.15

Teacher Hourly Rate $36.15

STEP	ROTC Enlisted		ROTC Officers	
	Index	Salary	Index	Salary
0	1.0576	51,330	1.3749	66,729
1	1.0890	52,854	1.4063	68,253
2	1.1203	54,373	1.4376	69,772
3	1.1517	55,897	1.4690	71,296
4	1.1830	57,416	1.5003	72,816
5	1.2143	58,935	1.5316	74,335
6	1.2456	60,454	1.5629	75,854
7	1.2769	61,973	1.5942	77,373
8	1.3082	63,492	1.6255	78,892
9	1.3395	65,011	1.6568	80,411
10	1.3708	66,530	1.6881	81,930
11	1.4021	68,050	1.7194	83,449
12	1.4334	69,569	1.7507	84,968
14	1.4647	71,088	1.7820	86,488
16	1.4960	72,607	1.8133	88,007
18	1.5273	74,126	1.8446	89,526
20	1.5586	75,645	1.8759	91,045
22	1.5899	77,164	1.9072	92,564
24	1.6212	78,683	1.9385	94,083
26	1.6525	80,202	1.9698	95,602
27	1.6838	81,722	2.0011	97,121
28	1.7151	83,241	2.0324	98,641
29	1.7464	84,760	2.0637	100,160
30	1.7777	86,279	2.1000	101,921

Lebanon City Schools
Certified Salary Schedule
School Year 27-28

		Previous Yr-Step 0	Annual Increase
Base Index	$49,990	$ 49,893	3.00%

STEP	BACHELOR'S		BA+15		MASTER'S		MASTER'S +20		PSYCHOLOGISTS	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.0280	51,390	1.0700	53,489	1.1400	56,989	1.2078	60,378	1.5000	74,985
1	1.0610	53,039	1.1150	55,739	1.1900	59,488	1.2578	62,877	1.5500	77,485
2	1.1020	55,089	1.1600	57,988	1.2400	61,988	1.3078	65,377	1.6000	79,984
3	1.1430	57,139	1.2050	60,238	1.2900	64,487	1.3578	67,876	1.6500	82,484
4	1.1840	59,188	1.2500	62,488	1.3400	66,987	1.4078	70,376	1.7000	84,983
5	1.2250	61,238	1.2950	64,737	1.3900	69,486	1.4578	72,875	1.7500	87,483
6	1.2660	63,287	1.3400	66,987	1.4400	71,986	1.5078	75,375	1.8000	89,982
7	1.3070	65,337	1.3850	69,236	1.4900	74,485	1.5578	77,874	1.8500	92,482
8	1.3480	67,387	1.4300	71,486	1.5400	76,985	1.6078	80,374	1.9000	94,981
9	1.3890	69,436	1.4750	73,735	1.5900	79,484	1.6578	82,873	1.9500	97,481
10	1.4300	71,486	1.5200	75,985	1.6400	81,984	1.7078	85,373	2.0000	99,980
11	1.4710	73,535	1.5650	78,234	1.6900	84,483	1.7578	87,872	2.0500	102,480
12	1.5120	75,585	1.6100	80,484	1.7400	86,983	1.8078	90,372	2.1000	104,979
14	1.5530	77,634	1.6550	82,733	1.7900	89,482	1.8578	92,871	2.1500	107,479
16	1.5940	79,684	1.7000	84,983	1.8400	91,982	1.9078	95,371	2.2000	109,978
18	1.6350	81,734	1.7450	87,233	1.8900	94,481	1.9578	97,870	2.2500	112,478
20	1.6760	83,783	1.7900	89,482	1.9400	96,981	2.0078	100,370	2.3000	114,977
22	1.7170	85,833	1.8350	91,732	1.9900	99,480	2.0578	102,869	2.3500	117,477
24	1.7580	87,882	1.8800	93,981	2.0400	101,980	2.1078	105,369	2.4000	119,976
26	1.7990	89,932	1.9250	96,231	2.0900	104,479	2.1578	107,868	2.4500	122,476
27	1.8810	94,031	2.0150	100,730	2.1900	109,478	2.2578	112,867	2.4500	122,476
28	1.8810	94,031	2.0150	100,730	2.1900	109,478	2.2578	112,867	2.5000	124,975
29	1.9220	96,081	2.0600	102,979	2.2400	111,978	2.3078	115,367	2.5000	124,975
30	1.9220	96,081	2.0600	102,979	2.2400	111,978	2.3078	115,367	2.5500	127,475
31	1.9630	98,130	2.1050	105,229	2.2900	114,477	2.3578	117,866	2.5500	127,475
32									2.6000	129,974

Homebound Speech/OT/PT/Tutors $37.24

Teacher Hourly Rate $37.24

STEP	ROTC Enlisted		ROTC Officers	
	Index	Salary	Index	Salary
0	1.0576	52,869	1.3749	68,731
1	1.0890	54,439	1.4063	70,301
2	1.1203	56,004	1.4376	71,866
3	1.1517	57,573	1.4690	73,435
4	1.1830	59,138	1.5003	75,000
5	1.2143	60,703	1.5316	76,565
6	1.2456	62,268	1.5629	78,129
7	1.2769	63,832	1.5942	79,694
8	1.3082	65,397	1.6255	81,259
9	1.3395	66,962	1.6568	82,823
10	1.3708	68,526	1.6881	84,388
11	1.4021	70,091	1.7194	85,953
12	1.4334	71,656	1.7507	87,517
14	1.4647	73,220	1.7820	89,082
16	1.4960	74,785	1.8133	90,647
18	1.5273	76,350	1.8446	92,212
20	1.5586	77,914	1.8759	93,776
22	1.5899	79,479	1.9072	95,341
24	1.6212	81,044	1.9385	96,906
26	1.6525	82,608	1.9698	98,470
27	1.6838	84,173	2.0011	100,035
28	1.7151	85,738	2.0324	101,600
29	1.7464	87,303	2.0637	103,164
30	1.7777	88,867	2.1000	104,979

Lebanon City Schools
Certified Salary Schedule
School Year 28-29

		Previous Yr-Step 0	Annual Increase
Base Index	$51,490	$ 51,390	3.00%

STEP	BACHELOR'S		BA+15		MASTER'S		MASTER'S +20		PSYCHOLOGISTS	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.0280	52,932	1.0700	55,094	1.1400	58,699	1.2078	62,190	1.5000	77,235
1	1.0610	54,631	1.1150	57,411	1.1900	61,273	1.2578	64,764	1.5500	79,810
2	1.1020	56,742	1.1600	59,728	1.2400	63,848	1.3078	67,339	1.6000	82,384
3	1.1430	58,853	1.2050	62,045	1.2900	66,422	1.3578	69,913	1.6500	84,959
4	1.1840	60,964	1.2500	64,363	1.3400	68,997	1.4078	72,488	1.7000	87,533
5	1.2250	63,075	1.2950	66,680	1.3900	71,571	1.4578	75,062	1.7500	90,108
6	1.2660	65,186	1.3400	68,997	1.4400	74,146	1.5078	77,637	1.8000	92,682
7	1.3070	67,297	1.3850	71,314	1.4900	76,720	1.5578	80,211	1.8500	95,257
8	1.3480	69,409	1.4300	73,631	1.5400	79,295	1.6078	82,786	1.9000	97,831
9	1.3890	71,520	1.4750	75,948	1.5900	81,869	1.6578	85,360	1.9500	100,406
10	1.4300	73,631	1.5200	78,265	1.6400	84,444	1.7078	87,935	2.0000	102,980
11	1.4710	75,742	1.5650	80,582	1.6900	87,018	1.7578	90,509	2.0500	105,555
12	1.5120	77,853	1.6100	82,899	1.7400	89,593	1.8078	93,084	2.1000	108,129
14	1.5530	79,964	1.6550	85,216	1.7900	92,167	1.8578	95,658	2.1500	110,704
16	1.5940	82,075	1.7000	87,533	1.8400	94,742	1.9078	98,233	2.2000	113,278
18	1.6350	84,186	1.7450	89,850	1.8900	97,316	1.9578	100,807	2.2500	115,853
20	1.6760	86,297	1.7900	92,167	1.9400	99,891	2.0078	103,382	2.3000	118,427
22	1.7170	88,408	1.8350	94,484	1.9900	102,465	2.0578	105,956	2.3500	121,002
24	1.7580	90,519	1.8800	96,801	2.0400	105,040	2.1078	108,531	2.4000	123,576
26	1.7990	92,631	1.9250	99,118	2.0900	107,614	2.1578	111,105	2.4500	126,151
27	1.8810	96,853	2.0150	103,752	2.1900	112,763	2.2578	116,254	2.4500	126,151
28	1.8810	96,853	2.0150	103,752	2.1900	112,763	2.2578	116,254	2.5000	128,725
29	1.9220	98,964	2.0600	106,069	2.2400	115,338	2.3078	118,829	2.5000	128,725
30	1.9220	98,964	2.0600	106,069	2.2400	115,338	2.3078	118,829	2.5500	131,300
31	1.9630	101,075	2.1050	108,386	2.2900	117,912	2.3578	121,403	2.5500	131,300
32									2.6000	133,874

Homebound Speech/OT/PT/Tutors $38.36

Teacher Hourly Rate $38.36

STEP	ROTC Enlisted		ROTC Officers	
	Index	Salary	Index	Salary
0	1.0576	54,456	1.3749	70,794
1	1.0890	56,073	1.4063	72,410
2	1.1203	57,684	1.4376	74,022
3	1.1517	59,301	1.4690	75,639
4	1.1830	60,913	1.5003	77,250
5	1.2143	62,524	1.5316	78,862
6	1.2456	64,136	1.5629	80,474
7	1.2769	65,748	1.5942	82,085
8	1.3082	67,359	1.6255	83,697
9	1.3395	68,971	1.6568	85,309
10	1.3708	70,582	1.6881	86,920
11	1.4021	72,194	1.7194	88,532
12	1.4334	73,806	1.7507	90,144
14	1.4647	75,417	1.7820	91,755
16	1.4960	77,029	1.8133	93,367
18	1.5273	78,641	1.8446	94,978
20	1.5586	80,252	1.8759	96,590
22	1.5899	81,864	1.9072	98,202
24	1.6212	83,476	1.9385	99,813
26	1.6525	85,087	1.9698	101,425
27	1.6838	86,699	2.0011	103,037
28	1.7151	88,310	2.0324	104,648
29	1.7464	89,922	2.0637	106,260
30	1.7777	91,534	2.1000	108,129

ARTICLE 46 - SUPPLEMENTALS

A. ANNUAL SUPPLEMENTAL REVIEW BOARD

1. LEA membership or district administrators may propose new supplemental positions or revisions to existing supplemental positions (names, pay levels, elimination of).

2. LEA will have a supplemental review committee that meets as needed during the school year to address immediate needs, such as adding or removing a coaching position when requested by their membership. The LEA supplemental review committee will review the request(s), prioritize them, and recommend them to the District Executive Cabinet.

3. District Executive Cabinet can add a supplemental at any time based on need. Any positions added will be considered temporary, one-year additions. These temporary positions will be reviewed annually as part of the annual supplemental review process to determine whether there is a long-term need for them.

4. As needed, the District Executive Cabinet and LEA Supplemental Review Committee will meet to review and discuss the proposed supplemental recommendations.

5. Approved positions will be posted and filled consistent with the current negotiated contract.

6. The LEA supplemental review committee will hold an annual meeting between February 1 and March 1 to review supplemental proposals from their membership. The LEA Supplemental review committee will prioritize the supplemental requests, including temporary positions approved during the school year, and make recommendations to the District Executive Cabinet. A Recommended pay level for the position shall be provided.

7. After the LEA Supplemental Review Committee meets, the District Executive Cabinet and LEA Supplemental Review Committee will meet to review and discuss the proposed supplemental recommendations. The District Executive Cabinet will review requests and respond to the requests from the supplemental review committee.

8. The parties recognize that it is the Board's prerogative to fill or not fill a supplemental position, including extended service, in any given school year. This procedure is intended to provide teachers and/or the Board/administration with the opportunity to submit information regarding specific supplemental positions and/or extracurricular responsibilities.

9. The LEA supplemental review committee will consist of:
    a. One (1) member from each building appointed by the Association
    b. One (1) high school special teacher appointed by the association
    c. One (1) LEA Co-President or designee

10. The Association and the Board shall approve any mutually agreed-upon recommendations resulting in permanent changes to the LEA negotiated agreement.

B. MODE OF PAYMENT

1. The following supplemental contract holders will be paid upon completion of duty. The treasurer will be notified in writing by the principal or the athletic director when the teacher completes his/her supplemental contract.

Extended Service
Band Guard
Winter Guard
Academic Team
Pep Band
Drama
Musical Director
Technical Director
Odyssey of the Mind

Sports-Coaching
Cheerleading Advisors
Physical Fitness
Intramurals
Jr. Council of World Affairs
Faculty Managers
Prom Advisor
Science Olympiad Coordinator
AFJROTC Drill Team

*Faculty managers shall be paid for the portion of the contract they have completed at the end of each sports season. For example, if someone is working or splits and receives ⅓ of the supplemental for the fall, they will receive ⅓ of the compensation at the end of the fall sports season.

2. The following supplemental contracts will be paid over twenty-four (24) pays:

Vocal Music
Band Director
Assistant Band Director
Athletic Director
Stage Manager
District Coordinators

<u>Club Advisors</u>
Spanish
Newspaper
French
Student Council (LHS/BJHS)
National Honor Society
Yearbook (LHS/BJHS)
FBLA
Future Teachers of America

<u>Class Advisors</u>
Freshman
Sophomore
Junior
Senior

<u>Department Heads</u>
English
Science
PE, Health, Guidance
Foreign Language
Special Education
Social Studies
Business, ROTC, Home Ec
Math

3. Contracts, paid in accordance to B.1 above, will be paid as a separate pay as follows:

   - Summer Supplementals – 2nd regular pay in September
   - Autumn Supplementals – 2nd regular pay in November
   - Winter Supplementals – 2nd regular pay in March
   - Spring – 2nd regular pay in May
   - Extended Days – 2nd regular pay in September for days worked before school begins and the 2nd regular pay in June for the remainder of the days worked in July when extended days are not completed before the deadline to submit for the second regular pay in June. (For example, in years when the school year ends late or when someone is given additional days.)

4. Deductions will be made as required.

   a. Federal income tax withholding in accordance with the W-4 form filled out by the supplemental contract holder on file at the time of payment.

C. CONTRACT

1. The supplemental contract shall be separate from and in addition to the regular teaching contract and shall include the following:

   a. Specific supplemental assignment;
   b. Salary;
   c. Notification that the supplemental contract automatically terminates on June 30, and no notice of nonrenewal shall be required.
   d. Signatures of both parties to the contract and date of signing;
   e. Job description will be attached.

2. If a person holding a supplemental contract is not chosen for the position for the following year, the person will be informed of the reason by the building principal or athletic director. If a person holding a supplemental contract will be renewed, the district is not required to post the position as a vacancy.

3. Vacant supplemental positions which result from resignations and non-renewals that will not be filled by the same person shall be posted via email for a period of five (5) days.

4. All current teachers who meet the necessary qualifications will be considered for the position prior to the position being filled by a non-certified staff person or a person who is not employed by the Board.

5. Acceptance or rejection of a supplemental contract shall be entirely voluntary. The failure to apply for or accept a supplemental contract or the failure of the district to renew a supplemental contract shall have no adverse effect on the teacher's evaluation of his/her teaching contract.

6. The Association, realizing the importance of supplemental positions of the overall education of the students of Lebanon City Schools and the importance of these positions being filled by certified staff, acknowledges a responsibility to assist in the promotion of the contracts to its members.

D. EXPERIENCE STEPS

1. Placement - The basis for placement on the appropriate experience step shall be:

   a. the total number of years of experience in a specific activity/coaching field;

   b. experience in either girl's or boy's sports shall be counted equally toward total years of experience, provided such experience is within the same coaching field;

   c. total years of experience shall be limited to the length of time that a position has been a paid supplemental contract;

   d. actual placement on the appropriate step shall be verified, in writing, by the treasurer.

2. Years of experience in an activity/coaching field will be recognized for a teacher new to the school district, provided he/she assumes the responsibilities of the supplemental contract upon employment.

3. When the responsibilities of a supplemental contract are shared between two teachers, each teacher shall be placed on the appropriate step based upon his/her experience and paid one-half (1/2) of the specified pay;

4. The terms of this provision shall also apply to any non-certified person assuming the responsibility of a supplemental contract.

E. EXTENDED SERVICE

1. The number of extended service days assigned to each teacher holding the following positions shall be:

Assignment	Days
School Nurse	14 days
Guidance Counselor (LHS) For Department Chair	20 days
Guidance Counselor (LHS)	15 days
Guidance Counselor (LJRH)	11 days
Guidance Counselor (Elementary)	6 days
ROTC	20 days
Media Specialist	10 days

Family and Consumer Sciences	10 days
Family and Consumer Sciences	3 days
Teacher on Special Assignment	10 days

2. Extended service time shall be paid at the teacher's actual per diem rate, as established by the regular salary schedule (Article 49).

3. The superintendent may assign extended service at times other than that stipulated in A.3 of this article. Such assignment shall be limited to one (1) year and subsequently subject to the process of the Supplemental Review Board.

4. Extended days shall be worked between July 1 and June 30 each contract year. An individual may only use extended days for the next school year after July 1.

F. LEBANON CITY SCHOOLS SUPPLEMENTAL SCHEDULE (REVISED 5/4/2026)

LEVEL 1

~~LJHS Advisor - Math Club~~

LHS Advisor- Math Club

LJHS Advisor - Science Club

LJHS Faculty Manager - Spring (2)

LHS Academic Team Question Reader

LEVEL 2

LHS Advisor- ASL Club

LHS Advisor - French Club*

LHS Advisor - Future Teachers of America

LHS Advisor - Jr. Council of World Affairs

LHS Advisor - Prom

LHS Advisor - Spanish Club

LHS Advisor- National Honors Society (2) -If two NHS Advisors ONLY

LJHS Advisor- Renaissance

LHS Department Head - Guidance

LHS Department Head - Vocational Arts

LHS Department Head- PE*

LHS Department Head- Art*

LHS Musical- Vocal/Chorus Director

LHS Pep Band

LJHS Faculty Manager - Fall (2)

LJHS Faculty Manager - Winter (2)

LEVEL 3

DIST Art Portfolio (6-12 grade)

LHS Advisor - Physical Fitness - Fall

LHS Advisor - Physical Fitness - Winter

LHS Advisor - Physical Fitness - Spring

DIST Stage Manager (2)

LJHS Advisor - Drama Club (2)

LJHS Advisor -LJHS Student Publication

LJHS Advisor - Warrior Pride Yearbook

LJHS Department Head - Language Arts

LJHS Department Head - Math

LJHS Department Head - Science

LJHS Department Head - Social Studies

LJHS Department Head - Special Education

LEVEL 4

LHS Advisor - Bridges

LHS Advisor - FBLA

LHS Advisor - Freshman Class

LHS Advisor - Junior Class

LHS Advisor - National Honor Society -If ONE Advisor Only

LHS Advisor - Science Olympiad

LHS Advisor - Senior Class

LHS Advisor - Sophomore Class
LHS Bowling Coach Assistant
LHS Golf Coach Assistant - Boys
LHS Golf Coach Assistant - Girls
LHS Marching Band Assistant
LHS Swimming Coach Assistant
LHS Technical Director of Musicals
LHS Tennis Coach Assistant - Boys
LHS Tennis Coach Assistant - Girls*
LHS Ultimate Frisbee Coach
LHS Cheerleader Coach - Freshman Basketball
LHS Cheerleader Coach - Freshman Football
LJHS Advisor - Student Council
LJHS Washington D.C. Trip Coordinator
DIST Coordinator of Choirs
DIST Coordinator of Bands
DIST Coordinator of Orchestras*****

LEVEL 5

LHS Advisor - Academic Team
DIST Coordinator -Performing Arts
DIST Music Department Staff Accompanist
(6-12 grade)
LHS Advisor - AFJROTC Drill Team (2)
LHS Advisor - Drake Road Productions
LHS Advisor - Drama
LHS Advisor - Intramurals
LHS Advisor - Student Council
LHS Advisor - Winter Guard-JV Director
LHS Department Head - English
LHS Department Head - Math
LHS Department Head - Science
LHS Department Head - Social Studies
LHS Department Head - Special Education
LHS Department Head- World Language
LHS Cheerleader Coach - JV Basketball
LHS Cheerleader Coach - JV Football
LJHS Advisor - Power of the Pen
LJHS Cross Country Coach Assistant - Co-ed (2)
LJHS Volleyball Coach Assistant - Girls (3)
LJHS Wrestling Coach Assistant
LJHS Cheerleader Coach - Basketball (2)
LJHS Cheerleader Coach - Football (2)

LEVEL 6

LHS Advisor - Academic Decathlon
LHS Advisor - Yearbook
LHS Baseball Coach - Freshman
LHS Bowling Coach Head
LHS Football Coach Assistant - Freshman (2)
LHS Golf Coach Head - Boys

LHS Golf Coach Head - Girls *
LHS Swimming Coach Head
LHS Tennis Coach Head - Boys *
LHS Tennis Coach Head - Girls *
LHS Volleyball Coach Freshman - Girls
LJHS Basketball Coach Assistant - Boys (3)
LJHS Basketball Coach Assistant - Girls (3)
LJHS Cross Country Coach - Co-ed
LJHS Football Coach Assistant (4)
LJHS Track Coach Assistant (5)
LJHS Volleyball Coach Head - Girls

LEVEL 7

LHS Cross Country Coach Assistant (2)
LHS Director of Musicals
LHS Faculty Manager of Athletics (3)
LHS Percussion Coordinator - Fall
LHS Advisor - Band Guard
LJHS Track Coach Head
LJHS Wrestling Coach Head

LEVEL 8

LHS Basketball Coach Freshman - Girls
LHS Basketball Coach Freshman - Boys
LHS Football Coach Freshman
LHS Percussion Coordinator - Winter
LHS Advisor - Winter Guard Varsity Director
LHS Cheerleader Coach - Varsity Basketball
LHS Cheerleader Coach - Varsity Football
LJHS Basketball Coach Head - Boys
LJHS Basketball Coach Head - Girls
LJHS Football Coach Head - 7th Grade
LJHS Football Coach Head - 8th Grade
LHS Director of Marching Band Assistant
LHS Lebanon Singers Assistant****
DIST Berry Beginning Band Director Assistant

LEVEL 9

LHS Baseball Coach Assistant (2)
LHS Lacrosse Coach Assistant - Boys (2)
LHS Lacrosse Coach Assistant - Girls (2)
LHS Soccer Coach Assistant - Boys (2)
LHS Soccer Coach Assistant - Girls (2)
LHS Softball Coach Assistant (2)
LHS Track Coach Assistant - Boys
LHS Track Coach Assistant - Girls
LHS Track Coach Assistant - Co-ed (2)
LHS Wrestling Coach Assistant- Boys (3)
LHS Wrestling Coach Assistant- Girls
LHS Volleyball Coach Assistant - Girls (2)
LHS Volleyball Coach Assistant - Boys

LEVEL 10
LHS Advisor - Singers-Head Director****
LHS Baseball Coach Head
LHS Basketball Coach Assistant - Boys (2)
LHS Basketball Coach Assistant - Girls (2)
LHS Cross Country Coach Head - Co-ed
LHS Director of Marching Bands
LHS Football Coach Assistant (7)
LHS Lacrosse Coach Head - Boys
LHS Lacrosse Coach Head - Girls
LHS Soccer Coach Head - Boys
LHS Soccer Coach Head - Girls
LHS Softball Coach Head
LHS Track Coach Head - Boys
LHS Track Coach Head - Girls
LHS Volleyball Coach Head - Girls
LHS Volleyball Coach Head- Boys
LHS Wrestling Coach Head- Boys*
LHS Wrestling Coach Head- Girls

LEVEL 11
LJHS Athletic Director

LEVEL 12
LHS Basketball Coach Head - Boys
LHS Basketball Coach Head - Girls
LHS Football Coach Head

LEVEL 13
LHS Band Director - Not Used

****For any supplemental that has been moved down to a lower level of pay, the current coach will be kept on their current level of pay and the new level of pay will go into effect when there is a change of personnel in the position.**

*LHS French Club - Stays at Level 3 until Leever & Marsh leave
*LHS Assistant Tennis Coach-Boys stays at Level 7 until Chad Keil leaves
*LHS Tennis-Boys stays Level 9 until Tom Zsembik leaves
*LHS Tennis-Girls stays Level 9 until Tom Zsembik leaves
*LHS Golf-Girls stays Level 9 until Pam Russell leaves
*LHS Head Wrestling stays Level 11 until Nick Hensley leaves
*DIST Coordinator Art stays Level 5 until Deron Kuntz and Lester Spencer leave. (If one leaves and replaced with a new .5, the new .5 will be at Level 2)
*DIST Coordinator PE stays at Level 4 until Jeffery Swanson leaves

******Should Singers move back into the day as a class, the Head Director supplemental will move to Level 7 and the Assistant will move to Level 5.**

*****District Orchestra Coordinator will not be paid until there is more than one member of the department.

LHS Faculty Manager supplemental will be paid based on the portion of the duties completed at the conclusion of duties for each sports season. This will be paid at the time of the seasonals sports supplemental pays.

MUSIC DEPARTMENT STIPENDS

Music teachers will be issued stipends based on the buildings they work in that have performance groups that require after school time. If there are multiple teachers at the building, each teacher will receive the stipend. (Example: A band teacher at Berry and LJHS would receive $2500 in stipends.)

Elementary	Berry
Elementary Music Stipend- Bowman ($1000)	Berry Choir Stipend ($1000)
Elementary Music Stipend- Donovan ($1000)	Berry Band Stipend ($1000)
	Berry Orchestra Stipend ($1000)

LJHS	LHS
LJHS 7th or Girls Choir Stipend- ($1500)*	LHS Band Stipend ($2000)**
LJHS 8th or Boys Choir Stipend- ($1500)*	LHS Choir Stipend ($2000)**
LJHS 7th Band Stipend ($1500)*	LHS Orchestra Stipend ($2000)**
LJHS 8th Band Stipend ($1500)*	LHS Music Technology Stipend ($1000)**
LJHS 7th Orchestra Stipend ($1500)*	
LJHS 8th Orchestra Stipend ($1500)*	

*When there are two teachers teaching in the same content area only one stipend will be issued. If one teacher manages both grade levels, they will be issued both stipends.

**If there are multiple band, choir, orchestra, or music technology teachers at LHS, each will receive the stipend.

2026-2027
Lebanon City School District
Supplemental Index & Salaries

Base $: 48,534

Supplemental Index				
Level	Step 0	Step 2	Step 4	Step 6
1	0.010	0.011	0.012	0.013
2	0.030	0.033	0.036	0.039
3	0.040	0.044	0.048	0.052
4	0.050	0.055	0.060	0.065
5	0.060	0.066	0.072	0.078
6	0.070	0.077	0.084	0.091
7	0.080	0.088	0.096	0.104
8	0.090	0.099	0.108	0.117
9	0.100	0.110	0.120	0.130
10	0.120	0.132	0.144	0.156
11	0.160	0.176	0.192	0.208
12	0.180	0.198	0.216	0.234
13	0.200	0.220	0.240	0.260

Supplemental Salary				
Level	Step 0	Step 2	Step 4	Step 6
1	$ 485	$ 534	$ 582	$ 631
2	$ 1,456	$ 1,602	$ 1,747	$ 1,893
3	$ 1,941	$ 2,135	$ 2,330	$ 2,524
4	$ 2,427	$ 2,669	$ 2,912	$ 3,155
5	$ 2,912	$ 3,203	$ 3,494	$ 3,786
6	$ 3,397	$ 3,737	$ 4,077	$ 4,417
7	$ 3,883	$ 4,271	$ 4,659	$ 5,048
8	$ 4,368	$ 4,805	$ 5,242	$ 5,678
9	$ 4,853	$ 5,339	$ 5,824	$ 6,309
10	$ 5,824	$ 6,406	$ 6,989	$ 7,571
11	$ 7,765	$ 8,542	$ 9,319	$ 10,095
12	$ 8,736	$ 9,610	$ 10,483	$ 11,357
13	$ 9,707	$ 10,677	$ 11,648	$ 12,619

2027-2028
Lebanon City School District
Supplemental Index & Salaries

Base $: 49,990

Supplemental Index				
Level	Step 0	Step 2	Step 4	Step 6
1	0.010	0.011	0.012	0.013
2	0.030	0.033	0.036	0.039
3	0.040	0.044	0.048	0.052
4	0.050	0.055	0.060	0.065
5	0.060	0.066	0.072	0.078
6	0.070	0.077	0.084	0.091
7	0.080	0.088	0.096	0.104
8	0.090	0.099	0.108	0.117
9	0.100	0.110	0.120	0.130
10	0.120	0.132	0.144	0.156
11	0.160	0.176	0.192	0.208
12	0.180	0.198	0.216	0.234
13	0.200	0.220	0.240	0.260

Supplemental Salary				
Level	Step 0	Step 2	Step 4	Step 6
1	$ 500	$ 550	$ 600	$ 650
2	$ 1,500	$ 1,650	$ 1,800	$ 1,950
3	$ 2,000	$ 2,200	$ 2,400	$ 2,599
4	$ 2,500	$ 2,749	$ 2,999	$ 3,249
5	$ 2,999	$ 3,299	$ 3,599	$ 3,899
6	$ 3,499	$ 3,849	$ 4,199	$ 4,549
7	$ 3,999	$ 4,399	$ 4,799	$ 5,199
8	$ 4,499	$ 4,949	$ 5,399	$ 5,849
9	$ 4,999	$ 5,499	$ 5,999	$ 6,499
10	$ 5,999	$ 6,599	$ 7,199	$ 7,798
11	$ 7,998	$ 8,798	$ 9,598	$ 10,398
12	$ 8,998	$ 9,898	$ 10,798	$ 11,698
13	$ 9,998	$ 10,998	$ 11,998	$ 12,997

2028-2029
Lebanon City School District
Supplemental Index & Salaries

Base $: 51,490

Supplemental Index				
Level	Step 0	Step 2	Step 4	Step 6
1	0.010	0.011	0.012	0.013
2	0.030	0.033	0.036	0.039
3	0.040	0.044	0.048	0.052
4	0.050	0.055	0.060	0.065
5	0.060	0.066	0.072	0.078
6	0.070	0.077	0.084	0.091
7	0.080	0.088	0.096	0.104
8	0.090	0.099	0.108	0.117
9	0.100	0.110	0.120	0.130
10	0.120	0.132	0.144	0.156
11	0.160	0.176	0.192	0.208
12	0.180	0.198	0.216	0.234
13	0.200	0.220	0.240	0.260

Supplemental Salary				
Level	Step 0	Step 2	Step 4	Step 6
1	$ 515	$ 566	$ 618	$ 669
2	$ 1,545	$ 1,699	$ 1,854	$ 2,008
3	$ 2,060	$ 2,266	$ 2,472	$ 2,677
4	$ 2,575	$ 2,832	$ 3,089	$ 3,347
5	$ 3,089	$ 3,398	$ 3,707	$ 4,016
6	$ 3,604	$ 3,965	$ 4,325	$ 4,686
7	$ 4,119	$ 4,531	$ 4,943	$ 5,355
8	$ 4,634	$ 5,098	$ 5,561	$ 6,024
9	$ 5,149	$ 5,664	$ 6,179	$ 6,694
10	$ 6,179	$ 6,797	$ 7,415	$ 8,032
11	$ 8,238	$ 9,062	$ 9,886	$ 10,710
12	$ 9,268	$ 10,195	$ 11,122	$ 12,049
13	$ 10,298	$ 11,328	$ 12,358	$ 13,387

H. CRITERIA FOR CLUB ADVISORS

LEVEL 2

A. Administratively endorsed
B. Activity during a specific portion of the school year

LEVEL 3

A. Administratively endorsed
B. Monthly meetings
C. Meets entire school year

LEVEL 4

A. Administratively endorsed
B. Monthly meetings
C. Meets entire school year
D. Participates in regional, state or national competition

LEVEL 5

A. Administratively endorsed
B. Monthly meetings
C. Meets entire school year
D. Competition includes matches with other league and county schools, with the possibility of state competition

ARTICLE 47 - BOARD REIMBURSEMENT

The Board will pay for any costs related to the State and Federal background checks required by the Ohio Revised Code. Said payment shall begin for all background checks conducted after June 1, 2008.

SECTION V - DURATION

ARTICLE 48 RENEGOTIATION....70
ARTICLE 49 IMPLEMENTATION....70

ARTICLE 48 - RENEGOTIATION

This contract, or any part thereof, may be altered by mutual consent of the parties to this contract.

ARTICLE 49 - IMPLEMENTATION

A. Provisions Contrary to Law

If any provision of this agreement or any application of this agreement to any teacher or group of teachers is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force. The invalid provision shall be renegotiated, at the written request of either party.

B. Duration

This Agreement shall be effective September 1, 2026, through August 31, 2029.

C. Complete Agreement

This agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior written agreements between the parties. The parties acknowledge that, during the negotiations which resulted in this agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, including any subject or matter which could have been collectively bargained, but which was either not discussed in negotiations or which, if discussed, was not included in this agreement.

If, however, due to the growth in the district, there is a need to alter a working condition that directly effects a provision of this contract the parties will meet to negotiate the effects of the change. If there is a disagreement as to whether or not a change directly effects a provision of this agreement, the issue shall be submitted to the grievance procedure in Article 4.

Exception to the above shall be when the district/parties must address an issue that may arise due to legislation. The parties shall then commence discussions/negotiations and enter into memorandums or amendments as deemed appropriate.

LEBANON BOARD OF EDUCATION

By: _____
Roy MacCutcheon, Board President

By: _____
Isaac Seevers, Superintendent

By: _____
Karen Ervin, Treasurer

DATE: 8/28/2026

LEBANON EDUCATION ASSOCIATION

By: _____
Kristin Reuber, Co-President

By: _____
Terri Harris, Co-President

By: _____
Thomas Collins, Berry Rep.

By: _____
Angie Saunders, Bowman Rep.

By: _____
Jordana Conger, Donovan Rep.

By: _____
Nicole Burger, Jr. High Rep.

By: _____
Chad Keil, High School Rep.

DATE: 9/2/26

Ratified by LEA Membership: 8/26/26
Approved by Board: 8/28/26

APPENDIX

APPENDIX A - REQUEST FOR SUPPLEMENTAL REVISION....73
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APPENDIX A

LEBANON CITY SCHOOLS

REQUEST FOR SUPPLEMENTAL REVISION

I. To be completed by applicant:

I hereby request review of the following supplemental position:

POSITION

Type of request (please check one):

_____ adding a position

_____deleting a position

_____amending a job description

SPECIFICS OF REQUEST AND JUSTIFICATION _____

_____

_____

(use attached sheets if necessary)

Date _____Signature of Applicant

****

II.To be completed by Review Board:

Comments:

Recommend to superintendent

Recommended pay at index level

Not recommended to superintendent _____

Date _____Signature of Chairperson

Date _____Signature of LEA President

****

III.To be completed by the superintendent:

Action taken:

Date _____Signature of Superintendent

APPENDIX B

LEBANON GRIEVANCE FORM
(LEVEL I - ADMINISTRATION)

Name of Grievant _____ Position _____ Date Submitted _____

School _____ Initiated at Level: _____

(Name of Administrator grievance is initially directed) _____

Section for Grievant: Briefly state the problem, indicating the alleged violation, misinterpretation, or misapplication of written Board policy, the negotiated agreement, administrative procedure or practices and/or the individual contract.

(if additional space is needed, use other side.)

What relief is sought?

Grievant's Signature _____ Date _____

ADMINISTRATOR'S RESPONSE ON BACK

ADMINISTRATOR'S RESPONSE

Level: _____ Meeting Date:_____

RESPONSE: (Within five (5) days after meeting)

_____ _____

Administrator's Signature Date

LEBANON GRIEVANCE FORM
(LEVEL II - SUPERINTENDENT)

The purpose of this form is to appeal the grievance to Level II.

Date of written appeal: _____
(Within 5 days of receipt of response at Level I)

Attach a completed copy of Grievance Form, Level I

Signature of Grievant _____

Meeting date: _____

LEVEL II RESPONSE
(Within 5 days after meeting)

Signature of Superintendent _____ Date _____
Copy to: Grievant
Administrator
Association

LEBANON GRIEVANCE FORM
(LEVEL III - ARBITRATION)

The purpose of this form is to appeal grievance to Level III, Binding Arbitration.

Date of written appeal: _____
(Within 5 days of receipt of response at Level II)

Attach a completed copy of Grievance Form, Level I

Signature of Grievant/Association _____

Date _____

LEBANON CITY SCHOOLS
PERSONAL LEAVE REQUEST FORM
CERTIFIED PERSONNEL

I request personal leave from my regular duty on _____
(Month) (Day) (Year)

_____ _____
Signature of Employee Principal/Supervisor (Date)

_____
Date of Request (to be submitted 3 days before leave)

Returned to Employee by Principal/Supervisor _____

☐ Approved ☐ Denied

Yellow – Principal/Building Secretary Copy
Blue – Employee Copy

****

REPORT OF EMPLOYEE PERSONAL LEAVE ABSENCE

THIS IS TO CERTIFY THAT I WAS ABSENT FROM SCHOOL FOR PERSONAL

LEAVE ON THE FOLLOWING DATES: _____

TOTAL DAYS _____.

_____
EMPLOYEE SIGNATURE DATE

_____
PRINCIPAL/SUPERVISOR SIGNATURE DATE

TO BE COMPLETED THE DAY FOLLOWING ABSENCE AND SUBMITTED TO THE TREASURER'S OFFICE. PLEASE ATTACH COPY OF PRE APPROVED PERSONAL LEAVE FORM.

APPENDIX D

REPORT OF EMPLOYEE SICK LEAVE ABSENCE

Employees are entitled to full salary for sick leave absences as specified below:

For absences due to personal illness, illness due to pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or students, and to illness, injury or death in the employee's immediate family.

The immediate family shall be defined as the employee's mother, father, husband, wife, child (including step or foster parent or child) or other permanent residents of the employee's household.

In the case of a death or serious illness in addition to those persons listed above, immediate family shall be defined as the employee's mother-in-law, father-in-law, grandparent, grandchild, brother, sister, daughter-in-law, son-in-law, aunt, uncle, fiancé, partner, niece and nephew.

To be completed the day following an absence and submitted to the treasurer's office after all signatures are obtained.

_____ I certify that I was absent from school for one of the above approved reasons in the master agreement.

Date(s) of absence: _____ Total Days: _____

_____ _____

Employee Signature Date Supervisor Signature Date

APPENDIX E

Lebanon City Schools
Sick Leave Bank
Request Form

Purpose
To loan additional days of sick leave to certified employees of the Lebanon City School District who have experienced accidental injury, required surgery or serious illness and have used up all personal and sick leave days, including the 5 additional days advanced by the district to the employee, per law.

Teacher's Name_____ School year_____

Date of Request_____

Request Details/Number of Days Requested:

_____
_____
_____
_____

_____
Teacher's Signature

Sick Leave Bank Committee Recommendations

☐ Approved
Comments:

_____
_____

☐ Denied
Comments:

_____
_____

_____ _____
Chairman of Committee Date

_____ _____
Teacher's Signature Date

Cc: Treasurer's Office

LEBANON CITY SCHOOLS
Certified Staffing Intent Form
20___ - 20___ School Year

Please complete this form no later than _____, 20__. If you change your intent after _____, 20___, please contact Brian Dalton, Director of Human Resources, as soon as possible.

The respondent's email (null) was recorded on submission of this form.
*Required

1. Email*

   _____

2. First Name*

   _____

3. Last Name*

   _____

4. School*

   Mark only one box.

   [ ] Bowman Primary

   [ ] Donovan Elementary

   [ ] Berry Intermediate

   [ ] Lebanon Junior High School

   [ ] Lebanon High School

   [ ] Other

5. Grade Level/Subject Taught*

   _____

6. I plan to return and teach in the Lebanon City School District during the 20___ - 20___ school year:*

Check all that apply.

[ ] Yes
[ ] *No

7. *If you answered NO above, please select the reason

Check all that apply.

[ ] Retirement
[ ] Resignation
[ ] Leave of Absence for Entire Year
Other: [ ] _____

8. Do you have an interest in a different teaching assignment for the 20___ - 20___ school year: If yes, please specify the grade level and subjects you would prefer to teach. (You will still need to apply to any postings expressing interest).

_____

_____

_____

_____

_____

9. Other Comments

_____

_____

_____

_____

_____

_____

Non-OTES EVALUATION FORMS

Professional Growth Plan

The Professional Growth Plan helps the Employee identify areas of professional development that will enable the employee to enhance practice. The employee 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 employee.

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 employee. The school or district should provide for professional development opportunities and support the employee 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.

Employee Name: Evaluator Name:

____Self-Directed _____Jointly Developed _____Evaluator Guided

(Accomplished) (Skilled) (Developing)

Choose the Evaluation Area(s) aligned to the goal(s).			
Job Knowledge Communication Instruction/Service Delivery		**Environment/Relationships Professionalism**	
Goal Statement(s)	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Improvement Plan

Teacher: **Building:**

School Year:

Grade Level/Subject:

Date of Improvement Plan Evaluation:

Improvement Plan

Purpose: 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 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 educators performance.

Performance Area 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)	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.

Lebanon City Schools
Non-Ohio Evaluation System Certified Employee Evaluation

This evaluation form is intended for Non-Ohio Evaluation System certified employees who are not covered by the state evaluation tools. (ie.OT/PT/SLP/Psychologist/Media Specialist/Coach/SEIF/Nurse.) Areas of focus may include but are not limited to:

Evaluation Area 1- Job Knowledge
Evaluation Area 2- Communication
Evaluation Area 3- Instruction/Service Delivery
Evaluation Area 4- Environment/Relationships
Evaluation Area 5- Professionalism

Employee Name		*Position*	
Evaluator		*Date of Observation*	
Evaluator Title		*Date of Post Conference*	

Observation Notes:

Evaluation Area 1- Job Knowledge

____Ineffective:	Lacks knowledge and skills necessary to complete the responsibilities of the position.
____Developing:	Has partial knowledge and skills necessary to complete the responsibilities of the position.
____Skilled:	Has full knowledge and skills necessary to complete the responsibilities of the position
____Accomplished:	Has full knowledge and skills necessary to complete the responsibilities of the position AND serves to mentor or coach colleagues.

Evidence:
-

Evaluation Area 2- Communication

____Ineffective:	No effort to communicate or engage in outreach to stakeholders.
____Developing:	Sporadic, inconsistent, or ineffective attempts to communicate or engage in outreach to stakeholders.
____Skilled:	Consistent, effective communication and engagement with stakeholders.
____Accomplished:	Engages in proactive, effective communication and engagement with stakeholders.

Evidence:
-

Evaluation Area 3- Instruction/Service Delivery

____Ineffective:	Instruction/service delivery is unclear, incoherent, or inaccurate. Fails to engage stakeholders or creates confusion in attempts to explain information. Attempts to address confusion or frustration fail.
____Developing:	Explanations are generally accurate and clear. Recognizes confusion but attempts to address are not always successful. Strategies may not always be developmentally appropriate.
____Skilled:	Explanations are clear and accurate. Uses developmentally appropriate language and strategies. Uses effective and appropriate questioning strategies to understand the needs of stakeholders.
____Accomplished:	Explanations are clear, coherent and precise. Strategies are individualized to meet the needs of stakeholders. Anticipates confusion and presents information using a variety of strategies and levels of questioning.

Evidence:

-

Evaluation Area 4- Environment/Relationships

____Ineffective:	Interactions are inappropriate, negative, or insensitive..
____Developing:	Interactions are generally appropriate and free of conflict.
____Skilled:	Interactions are polite and respectful reflecting general warmth and care for others.
____Accomplished:	Interactions are genuine, highly respectful and sensitive to the cultural differences of people. Individuals promote high levels of respect between stakeholders.

Evidence:

-

Evaluation Area 5- Professionalism

____Ineffective:	Demonstrated limited regard for district, state, and federal guidelines or policies. Does not act in an manner that demonstrates honesty or integrity.
____Developing:	Inconsistently implements practices that align with district, state, and federal guidelines or policies. Honest in communications and interactions with stakeholders.
____Skilled:	Consistent, effective implementation of district, state, and federal guidelines and policies. Acts with honesty and integrity when interacting with stakeholders.
____Accomplished:	Proactively engages in actions that address district, state, and federal guidelines or policies. Models leadership for other and acts with honesty and integrity when engaging with stakeholders.

Evidence:

-

Overall Holistic Rating for this Observation:

___Ineffective ___Developing ___Skilled ____Accomplished

Areas of Reinforcement- This section is designed to highlight areas of strength for an employee.

-
-

Areas of Refinement- This section is designed to highlight areas of suggested improvement or growth for an employee. (Please provide recommendations for specific ways the employee may grow or improve in this area.)

-
-

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

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Final Summative Meeting
(To be completed after all formal and informal observations are completed)

	Observation #1	Observation #2	
Formal Observation Dates			
Formal Observation Rating			
Overall Final Summative Rating of Effectiveness			
Final Summative Evaluation Conference Date			

Areas of Refinement:

Areas of Reinforcement:

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

Employee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

Lebanon City Schools
Non-Ohio Evaluation System Certified Employee Evaluation
Off Cycle/Walk Thru Form

This evaluation form is intended for Non-Ohio Evaluation System certified employees who are not covered by the state evaluation tools. (ie.OT/PT/SLP/Psychologist/Media Specialist/Coach/SEIF/Nurse.) Areas of focus may include but are not limited to:

Please mark area(s) observed.

_____**Evaluation Area 1**- Job Knowledge
_____**Evaluation Area 2**- Communication
_____**Evaluation Area 3**- Instruction/Service Delivery
_____**Evaluation Area 4**- Environment/Relationships
_____**Evaluation Area 5**- Professionalism

Employee Name	***Position***
Evaluator	***Date of Observation***
Evaluator Title	***Date of Post Conference***

Observation Notes:

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

Employee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

A JOINT MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LEBANON CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
LEBANON EDUCATION ASSOCIATION, THE
LEBANON CITY SCHOOLS EMPLOYEE ASSOCIATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #511

WHEREAS, the Lebanon City School District Board of Education (hereinafter "Board") and the Lebanon Education Association ("LEA") are parties to a current Collective Bargaining Agreement that became effective September 1, 2026 and shall continue until August 31, 2029; and

WHEREAS, the Board and the Lebanon City Schools Employee Association ("LCSEA") are parties to a current Collective Bargaining Agreement that became effective July 1, 2026 and shall continue until June 30, 2029; and

WHEREAS, the Board and the Ohio Association of Public School Employees, Local #511 ("OAPSE") are parties to a current Collective Bargaining Agreement that became effective July 1, 2026 and shall continue until June 30, 2029; and

WHEREAS, the Board's Insurance Committee consisting of representatives from the administration, OAPSE, LEA and LCSEA have had ongoing meetings in the course of the last six months to explore alternatives to the health insurance plan and to examine potential ways to lower the cost of premiums, reduce loss exposure, and to promote efficiency and economies of scale related to the employees' health care plan; and

WHEREAS, the Insurance Committee has had discussions with Enrollment Management Services ("EMS") to explore a "cash-in-lieu" of benefit program on a voluntary basis for the employees who are eligible for Board-paid health benefits and who waive said Board-provided health benefits; and

WHEREAS, throughout this Memorandum, the term "bargaining unit" shall collectively refer to LEA, LCSEA and OAPSE; and

WHEREAS, the purpose of this Memorandum of Understanding is to establish the terms and conditions under which the Board would offer a "Benefit Credit", which is a type of cash-in-lieu of benefit, through the firm of EMS. Background: EMS works directly with an individual or family to help them understand all of their healthcare options, both

in and out of an employer's group plan. By exploring all available avenues, an individual or family can feel confident that they are taking advantage of the opportunities that will best meet their unique needs. Along with the EMS education and support, the Board would also make "cash-in-lieu" of benefits available across the board to all similarly situated members that waive the group plan. This will be referred to as a "benefit credit" payable as additional taxable compensation. The net result is that a member or their eligible dependents can be accommodated with a plan of their choice outside of the traditional group plan.

NOW, THEREFORE, BE IT AGREED, by and between the Board, LEA, LCSEA and OAPSE as follows:

1. This Memorandum of Understanding is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Memorandum of Understanding and the governing bodies of the parties' respective counties or municipalities and shall remain in full force until contracts expire on June 30, 2029 or by mutual agreement.

2. The bargaining unit will do its best to encourage members to be informed as to the new benefit options, understanding the program is voluntary and that a member needs to proactively enroll into the "benefit credit" program. To clarify, the members will not be auto-enrolled into the program in the event the member has not enrolled on the group plan. The responsibility to enroll rests entirely on the individual member to follow the steps outlined by EMS to get enrolled into the benefit credit within the specified timelines. Once the member has followed the enrollment procedures (and the required documentation is received by EMS), any benefit credits will begin to be paid on the next available payroll cycle after the District receives notice from EMS. In the event that a member who has waived the group plan but fails to enroll into the benefit credit program does, at a later date, enroll into the benefit credit program, the amounts are payable going forward. No back payments are due the member as this is a voluntary program and no auto-enrollment requirements are applicable.

3. The Board will establish the new benefit program within the section 125 plan and amend the plan documents to allow for this program. The Board will also be responsible for communicating and making members aware of the new program and how to enroll in a timely manner. The member will be able to review their situation with EMS and then, depending on their circumstances, take advantage of the new program when the timing is correct based on the individual circumstance. The "Benefit Credit" has two options:

A. The Integrated Benefit Credit Program ("Integrated"). This is for members waiving the Board's group plan and enrolled on another ACA-approved employer plan.

Premium Cost Reimbursement

- Cover premium costs of eligible members on the alternate employer plan that are higher than the comparable premium costs of the Lebanon Group Plan.

Out-of-Pocket Reimbursement

- Offer an HRA that can reimburse out-of-pocket costs over $1,700 per member or $3,400 per family

OR

B. The Non-Integrated Benefit Credit Program ("Non-Integrated"). This is for is for those not enrolled with another employer:

Flat Opt-Out Payment

- A Single member waiving coverage is eligible for $6,000 in annual funding
- Multiple members (2+) waiving coverage are eligible for $12,000 in annual funding

*Part-time employees eligible for education and support only.

In the future, the Board reserves the right to adjust the formula or benefit structure of the financial help based on the recommendations of the EMS team and consent of the bargaining teams. In order to receive an in-lieu benefit, the employee must cooperate with EMS and participate in the EMS counseling process.

5. Amendments. Either party may request changes to this Memorandum of Understanding. Any changes, modifications, revisions or amendments to this Memorandum of Understanding which are mutually agreed upon by and between the parties to this Memorandum of Understanding shall be incorporated by written instrument, and effective when executed and signed by all parties to this Memorandum of Understanding.

6. Entirety of Agreement. This Memorandum of Understanding represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding, through their duly authorized representatives, have executed this Memorandum of Understanding on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Memorandum of Understanding as set forth herein.

The effective date of this Memorandum of Understanding is the date of the signature last affixed to this page.

LEBANON CITY SCHOOL DISTRICT BOARD OF EDUCATION

8/28/26
Date

By: Isaac D Sewes
Superintendent

8/28/26
Date

By: Karen Ervin
Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #511

9/2/26
Date

By:
President

LEBANON EDUCATION ASSOCIATION

9/2/26
Date

By:
President

LEBANON CITY SCHOOLS EMPLOYEE ASSOCIATION

9/2/26
Date

By:
President