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Negotiated Agreement

between

Lancaster City Board of Education

and

Lancaster Education Association

July 1, 2012 - June 30, 2015

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ARTICLE I – RECOGNITION

A. Recognition

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

ARTICLE II – BARGAINING UNIT

A. Bargaining Unit

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

Excluded from the bargaining unit are the following:

- Superintendent
- Director of Human Resources
- Director
- Supervisor
- Administrative Assistant
- Principal
- Assistant Principal
- Business Manager
- School Psychologist
- Dean of Students
- Interim Principal
- School Health Coordinator

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

B. Long-Term Substitutes

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

C. Short-Term Substitutes

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

ARTICLE III – NEGOTIATIONS PROCEDURE

A. Negotiations Procedure

1. Negotiations Procedure

No later than one-hundred (100) days prior to the expiration of this agreement, the parties will meet to exchange proposals for the successor agreement.

Negotiations will commence at this meeting and will pertain to wages, hours, terms and conditions of employment and the continuation, modifications or deletions of an existing provision of this Agreement.

2. Negotiations Teams

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

3. Tentative Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and Board for approval. Following approval by the Association and Board, a contract shall be entered into by the terms of the agreement. The final agreement, as adopted by the Board and ratified by the Association, will be printed and provided to each unit member. The cost of such printing, including labor and materials, shall be shared equally by the Board and the Association. The Association shall receive seventy-five (75) extra copies per year of the contract. (75 copies for one year agreement, 150 copies for a two year agreement, 225 copies for a three year agreement).

4. Alternate Dispute Resolution Procedure

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

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

Within forty-five (45) days prior to the expiration of the contract the parties, by mutual agreement, may agree to another alternate dispute resolution procedure.

Any mutually agreed to change shall be sent, in writing, to the State Employment Relations Board.

B. Provisions Contrary to Law

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

C. Revisions and Amendments

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

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

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

ARTICLE IV – MANAGEMENT RIGHTS

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

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, discharge, or lay off, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the employer as a unit of government.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer as a governmental unit.

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

ARTICLE V – ASSOCIATION RIGHTS

A. Association Rights

1. The Association may use school facilities for meetings. Meetings shall be arranged so that they do not interrupt normal instructional programs and must be in keeping with school board policy governing use of building.
2. The Board of Education will provide one (1) unobstructed bulletin board per school for use by the Association.
3. The Association shall have access to the school mail or email system. This shall include a central pick-up and delivery point designated by the Association. No material detrimental to the efficient and continuing operation of the school shall be permitted distribution through the school mail delivery system. The Association shall have the right to designate members' mailboxes with an insignia.
4. The members of the Association may transact official business on school property before school, during lunch, during planning period, or after school, provided that it does not interfere with or interrupt normal school operations. The members may conduct this official business on school telephones. Long distance calls shall not be charged to the school system.
5. The Board agrees to deduct from the salaries of the unit members any dues and/or fees for the Association/OEA/NEA/Central OEA. The Board will deduct and transmit the monies promptly to the Lancaster Education Association. Unit member authorization will be in writing on the form of the OEA/NEA Membership Form.
6. Any new unit member hired during the school year shall have one (1) month to sign up for the dues deduction program.
7. Pursuant to Section 4117(C) of the Ohio Revised Code and as a condition of employment, each bargaining unit member as defined in Article I of this contract who is not a member of the Association by the thirtieth (30th) calendar day after his/her initial employment with the Board, whichever is later, shall have appropriate payroll deductions or payments beginning with his/her first payroll check after January 15th, a Fair Share Fee which shall be equal to the dues paid by members of the Association. The Association will provide a list of names to the Board's Treasurer of those unit members who are not members of the Association and the total Fair Share Fee to be deducted for each.

It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to Federal Law and provisions of Section 4117.09(C) of the Ohio Revised Code.

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

8. Payroll Deductions

- a. The following payroll deductions shall be provided at no cost to unit members: life insurance, tax deferred annuities (limited to eighteen (18) companies each by companies representing at least five (5) unit members, one of which shall be NEA Annuity Plan, but, if after one year there are no enrollees in NEA Annuity Plan it may be replaced by another), Credit Union, United Way, Child Support Payments, purchase of extra STRS credits, the LEA Scholarship Fund, and educators Political Action Committee, and any political action committee created for the support of school district tax levy and bond issue campaigns.
- b. Bargaining unit members are advised that neither the Lancaster Education Association, the Board of Education, nor the Administration perform any kind of evaluation/ investigation of companies wanting to solicit membership for their various annuity programs. Further we do not attest to the quality or solvency of any company offering annuities. There is no recommendation for participation, but rather the intent is for the Association, Administration, and Board to provide their membership/employees access to a service, namely payroll deductions for the cost of annuity programs, at the request of said membership. Unit members becoming involved with any such company for this purpose do so at their own risk.

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

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

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

The Board and the administration further agree that they will adhere to all state and federal laws relating to employment discrimination and sexual harassment. Any alleged violations of this section will be immediately directed to the District's

discrimination officer for investigation as per Board policy. The investigation will be conducted as promptly as possible.

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

B. Released Association President

1. The Association and the Board agree that the Association President will be released from classroom teaching up to one-half (1/2) of the unit member day in accordance with the provisions below, with the number of hours to be determined by the Association. The Association will notify the Board by June 1st of its intent to exercise this option and notify the Board of the amount of time the Association will require.
2. The one-half release time is defined as three (3) hours and forty-five (45) minutes and does not include the President's planning period, but does include the lunch period. The President will be expected to continue in his/her professional capacity as a teacher in the building, including attendance at staff meetings, in-services, parent-teacher conferences, open houses and participation in the outside activities duty schedule as outlined in Article X, B, 3, a.
3. The President will not be required to attend afternoon staff meetings if he/she has another conflicting meeting and notifies the building principal in advance of the conflicting meeting. It will be the Association President's responsibility to obtain information presented at any building meeting that he/she misses.
4. The Association President may not meet or consult with a bargaining unit member while the bargaining unit member is on paid time (which includes bargaining unit member's planning time). However, the Association President may request approval of either a building or a district level administrator to meet with a bargaining unit member during the member's planning time. Also, a building or district administrator may request the Association President to meet with a bargaining unit member on the bargaining unit member's planning time or during other work hours.
5. The Board's Treasurer shall compute the cost and prepare a statement to the LEA each month (for payment by the end of the month) for the cost of salary and all Board-paid benefits for each hour of release time of the Association President. Association President release time shall be contingent upon reimbursement of these costs of such release time to the Board by the LEA.
 - a. For the 2011-12 school year, such reimbursement shall be based on the hourly rate and all Board-paid benefits of the least senior person in the President's area(s) of certification/licensure.

Time released from the classroom duties will be used on such programs as improving staff relations in the District and programs which benefit the District and bargaining unit members. The Superintendent and the Association President will mutually agree on these programs.

- b. For school year 2012-13 and thereafter, such reimbursement shall be based on the hourly rate and all Board-paid benefits of the person who is released – the Association President.
 - i. The President may be released for that period of time for which the Association reimburses the Board for the full cost of the Association President’s release time (all salary and Board-paid benefits of the Association President) – up to one-half of the unit member day. The one-half day release time shall be defined as three (3) hours and forty-five (45) minutes and does not include the President’s planning period, but does include the lunch period.
 - ii. For school year 2012-13 and thereafter, the Association President release time may be used for running an effective local.

C. Association Leave

The elected officers (president, vice-presidents, secretary, treasurer), official voting delegates, and professional staff members elected to represent the Association or chosen to serve on programs or in an official representative capacity at Association meetings, conferences, or conventions shall be given permission to attend state, district, and national professional education meetings which are affiliated with OEA and NEA, with no loss of pay or loss of personal business days, up to twenty-five (25) days per year for the Association.

D. Outside Contracting

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

E. Administrative-Association Liaison Committee

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

F. Special Education Liaison Committee

A Special Education Liaison Committee will be established each year to discuss common problems and concerns affecting the school district. This committee shall be composed

of the Superintendent, Association President and their appointees (the number of whom shall be mutually agreed to). The Superintendent and Association President shall set a regular calendar for these meetings.

G. Walk Through Form

Each Building Leadership Team shall develop the building level “Walk Through” form. The form must be approved by a majority of the bargaining unit members of the building. The form will be implemented for use by January 1, 2011.

H. Committee For Evaluation Instrument and Procedures

The Teacher Evaluation Committee (a joint committee formed by the Association President and the Superintendent) shall consist of up to six (6) teacher members and up to six (6) administrator members. The committee shall develop a teacher evaluation system in accordance with the requirements from the Ohio Department of Education and Ohio law and make recommendations to the negotiating teams for consideration in bargaining a successor contract. The committee shall make recommendations to the Lancaster Board of Education with regard to the Board’s Teacher Evaluation Policy. The Lancaster Board of Education and the Lancaster Education Association agree to continue working until the teacher evaluation system has been created and implemented. If the district qualifies for a Race to the Top district grant, the Lancaster Board of Education and the Lancaster Education Association agree to implement the new teacher evaluation system, in accordance with the grant requirements, in the 2014-2015 school year. If the district does not qualify for a Race to the Top district grant, the committee referenced above will recommend a standards-based teacher evaluation policy for the Board’s consideration to ensure that the district is in compliance with Ohio law (as of the effective date of the 2012-15 contract).

I. Tobacco Use

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

ARTICLE VI – INDIVIDUAL RIGHTS

A. Posting of Vacancies

1. Determination of Vacancy

a. Before School Begins

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

b. Within the School Year

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

c. A supplemental contract vacancy exists when the Board determines need to offer a supplemental contract and the person who has held the supplemental contract position the previous year has died, has been non-renewed, resigned, retired or has declined an offer of that supplemental contract position for the current school year.

2. Filling of Vacancies

a. The Superintendent will consider seniority when filling vacancies; however, seniority will not be the sole deciding factor. (See paragraphs 1a. and 1b. above.)

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

c. Once procedures in paragraphs 1a. and 1b. have been completed, the administration will send the permanent teaching and supplemental vacancies by email to the LEA president. The vacancies will be posted on all LEA bulletin boards, office bulletin boards, the district website and the personnel office's bulletin board for a period of five (5) working days. Posted vacancies will be sent by email to Building Representatives to be posted.

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

- e. Supplemental coaching vacancies should involve input from head coaches in sports having vacancies.
- f. Vacancies in administrative positions will be posted in the same fashion provided that the selection of a person to fill an administrative vacancy will be solely within the discretion of the Board of Education.
- g. The administration agrees to interview only bargaining unit members whom they are willing to consider for each permanent vacancy, including administrative vacancies in accordance with paragraph f.

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

3. Summer Vacancies

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

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

4. Intent or Interest in Transfer

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

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

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

B. Involuntary Transfers and Assignments

1. Involuntary Transfers Defined

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

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

1. Every effort will be made to inform teachers who will be affected by an involuntary transfer a minimum of five days prior to the end of the school year of each year. The administration will provide written notification to the affected teacher(s) and the LEA President or designee of the intended transfer.
2. If the notification of an involuntary transfer occurs after the five days prior to end of school, the unit member will be provided with two (2) days pay at his/her per diem rate. Exceptions to the deadline can only be made for substantive changes in enrollment, grant funding, or loss of revenue.
3. If the administration is unable to contact the affected unit member, written notification by registered mail or personal service will be supplied to the LEA President or designee and be deemed appropriate notification.
4. If requested by the unit member, a conference will be held between the Superintendent or his/her designee from the central office, the building principal, and the unit member and his/her representative if desired.
5. At this conference, the unit member will be given reasons as to why this transfer is considered necessary for the betterment of the school system.
6. In no case shall a unit member be so transferred without first having been involved in the above mentioned conference, if requested, unless the unit member is unavailable for such conference.
7. The Board shall provide transferred unit members with transportation of personal teaching materials, supplies and furniture from the previously assigned classroom to the new assigned classroom. The unit member may request such transportation up to two (2) weeks following the reassignment. Sufficient time immediately following or preceding the school year shall be provided for unit members to prepare said materials for the move. If unforeseeable circumstances require a transfer during the school year, the unit member will be provided with at least one work day without responsibility for supervising children, in order to move and prepare the classroom.
8. Transfers and assignments are the right of the Superintendent.

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

C. Controversial Issues

1. Controversial issues arise from the conflicts in the cherished interests, beliefs, or affiliations of large groups of our citizens. Controversial issues are important proposals or policies concerning which our citizens hold different points of view. Controversial issues are those on which conflicting views are held by political parties, by management and labor, by city and country, and by other large groups of our people who disagree with the proposed solutions to important problems.
2. The American heritage and our established traditions are not controversial. Most of the school curriculum is composed of established truths and accepted values, but it also includes many controversial issues. Gradual social change is inevitable, and the public schools include the study of some important unsolved problems which involve controversial issues. These are appropriately studied insofar as the maturity of pupils and the means available permit. Only through the study of such issues (political, economic, or social) does youth develop certain abilities needed for citizenship in our democracy.
3. The schools do not teach controversial issues, but rather provide opportunities for their study. The schools teach the American heritage (our established truths and accepted values) and, in doing this, provide more opportunities for pupils to study controversial issues under competent guidance. For example, the schools provide opportunities for pupils to study other forms of government in order to teach pupils the values of American democracy. On all grade levels, the schools provide opportunities for pupils, according to their maturity, to analyze current problems, gather and organize pertinent facts, discriminate between fact and opinions, detect propaganda, identify prejudice, draw intelligent conclusions, respect the opinions of others and accept the principle of majority rules and the rights of minorities.
4. Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and free access to information are among our most cherished traditions. Most pupils in the senior high school are mature enough to study the significant controversial issues facing our citizens. It is the responsibility of the schools to make provisions for this study.
5. In the study of controversial issues in the Lancaster City Schools, the pupil has four (4) rights to be recognized.
 - a. The right to study any controversial issue which has political, economic, or social significance and concerning which (at his/her level) he/she should begin to have an opinion.
 - b. The right to have free access to all relevant information, including the materials that circulate freely in the community.

- c. The right to study under competent instruction in an atmosphere free from bias and prejudice.
 - d. The right to form and express his/her own opinions on controversial issues without thereby jeopardizing his/her relations with his/her teachers or the school.
- 6. The study of controversial issues is objective and scholarly with a minimum emphasis on opinion. The unit member approaches controversial issues in the classroom in an impartial and unprejudiced manner, and must refrain from using his/her classroom privileges and prestige to promote a partisan point of view. Good teaching of subjects containing controversial issues requires more skill than most other kinds of teaching and, so far as possible, only unit members of superior ability are assigned subjects in which a large body of the material involves controversy.
- 7. Unit members should use the following criteria for determining the appropriateness of certain issues for consideration as a part of the curriculum.
 - a. The treatment of the issue in question must be within the range, knowledge, maturity, and competence of the students.
 - b. There should be study materials and other learning aids available from which a reasonable amount of data pertaining to all aspects of the issue could be obtained.
 - c. The consideration of the issue should require only as much time as is needed for satisfactory study by the class, but sufficient time shall be provided to cover the issue adequately.
 - d. The issue should be current, significant, real, and important to the students and the unit member. Significant issues are those which in general concern considerable numbers of people, are related to basic principles, or at the moment are under consideration by the public, press, and radio.
- 8. A unit member who is in doubt concerning the advisability of discussing certain issues in the classroom should confer with his/her principal as to the appropriateness of doing so. If discussion of an issue is not approved by the building principal, the unit member may refer the issue to the Director of Instructional Services, or through him/her, to the Superintendent.

ARTICLE VII – GRIEVANCE

A. Grievance Definitions

1. Grievance Policy:

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

2. Grievance Defined:

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

3. Party In Interest:

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

4. Representation:

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

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

B. Grievance Procedure

Informal Step

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

1. Step 1:

A grievant or the Association shall file the written grievance on the appropriate form with the supervisor/administrator involved in the grievance. The grievance must be filed within thirty (30) days of the date the grievant or Association knew

or should have known of the conditions on which the grievance is based. The supervisor/administrator will provide a written response to the grievance within ten (10) days.

2. Step 2:

- a. If the response at Step 1 does not resolve the grievance to the satisfaction of the grievant or the Association, said grievant or the Association may then appeal in writing, within ten (10) days after the response was due, to the Superintendent.
- b. A meeting shall be conducted by the Superintendent within ten (10) days after the receipt of the written request unless the parties jointly agree to waive the meeting. The Superintendent shall take action on the grievance appeal within ten (10) days after receipt of the appeal, or if a meeting is held, within ten (10) days after the meeting. The action taken and the reasons for the action shall be reduced to writing and copies sent to all participating parties.

3. Step 3:

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

4. Step 4:

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

5. Step 5:

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

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

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

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

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

6. Miscellaneous

- A. Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.
- B. A grievance may be withdrawn at any level without prejudice or record, but the grievance may not be refiled thereafter.
- C. Upon mutual agreement of the parties, expedited labor arbitration in accordance with the rules of the American Arbitration Association may be utilized.

- D. If the Board or administrator fails to give a disposition within the specified time limit, the grievance will automatically move to the next level of the procedure. However, time limits may be extended by the Association and the Board in writing; then the new date shall prevail.
- E. If the grievant or the Association fail to meet the timelines specified, the grievance will be considered to be withdrawn.
- F. All grievances filed by unit members must be lodged on the form provided. (See Appendix A)

ARTICLE VIII – LEAVES

A. Personal Illness

1. The sick leave days to which employees are entitled during a given school year shall be credited to them at the rate of one and one-fourth (1-1/4) days for each completed calendar month. The sick leave accumulation shall be unlimited.
2. Unit members and other employees employed by the Lancaster Board of Education and who have sick leave credit which was earned in Ohio in either state, municipal, county, or school service will receive transfer credit up to a maximum of ninety (90) days in the Lancaster City School System according to the requirements established by law.
3. A certificate from the administrative officer where the unit member was last employed, showing the number of such accumulated sick leave days, shall be presented by such unit member to the Treasurer of the Lancaster City Board of Education during his/her first month of employment.
4. Proof of illness, or of absence for other reasons, must be established with the principals and the Superintendent in the following manner:

Each absence must be explained on a form provided by the Board of Education. On this form, the unit member will certify the reason for absence (See Appendix B). The Board and the Association mutually agree that when the district has an electronic submission system available, and after the staff has received the appropriate training on the electronic system, the members will submit proof of absence electronically. This will replace the paper form currently used.
5. No unit member can be absent from service for more than the accumulated and granted sick leave as granted by the Board of Education without full loss of pay for the excess time.
6. Any unit member who is injured in the line of duty shall receive such compensation expenses as prescribed by the Workers Compensation Law of the State of Ohio according to the rules and regulations set down by this body. The employee must contact the Treasurer's office which must provide the necessary claim forms and procedures for filing personal claims. An employee's application for this compensation must be filed by the attending physician within thirty (30) days after the injury.
7. When a unit member has exhausted all of his/her accumulated sick leave and additional days are still needed, he/she may request through the Superintendent that additional days be advanced from days to be earned by the unit member through the remainder of the current school year and the following school year. All advanced days used shall be replaced by either (1) being earned through the time period mentioned previously, or (2) if unearned repaid to the District through payroll deduction or direct payment. No member may be advanced sick leave

days earnable beyond the current year unless the member holds a contract for that year.

8. Sick Leave Transfer Request. Eligible bargaining unit members may request the approval of the superintendent to receive transferred sick leave days from other eligible members of the bargaining unit in accordance with this provision. As used herein, "eligible sick leave transferee" means a bargaining unit member who meets all of the following requirements:
 - a. The member has been employed as a teacher by the Lancaster City Schools for at least five (5) consecutive years.
 - b. The member has accumulated not less than twenty (20) days of accrued and unused sick leave by the beginning of the school year in which the request is made.
 - c. The member is suffering from a serious personal illness or injury, requiring extended absence from duty beyond the member's accumulated sick leave, and,
 - d. The member has exhausted, or is reasonably expected to exhaust, all accrued sick leave.

Requests shall be submitted, in writing, to the superintendent and will be accompanied by written authorization from the transferor(s). Request and authorization forms shall be provided by the board of education. If approved by the superintendent, the treasurer shall deduct the number of transferred sick leave days from the accrued and unused sick leave of the transferor and credit that number of sick leave days to the eligible transferee. No bargaining unit member may receive, by way of transfer, more than forty (40) sick leave days in any school year.

B. Family Illness

1. Absence with pay and deduction from sick leave will be allowed for each illness in the immediate family.
2. Immediate family means:
 - a. Spouse of the unit member.
 - b. Immediate family also includes the following family members of the unit member and the unit member's spouse: children and the child's spouse (which also includes persons over whom the Association member is the legal guardian), father, mother, brother, sister, brother-in-law, sister-in-law, grandparents, step-children, step-parent, and grandchildren.
 - c. Members of the same household as the unit member.

C. Bereavement Leave

1. Absence with pay and deduction from sick leave will be allowed for each death in the immediate family.
2. Up to five (5) days may be used for persons indicated as immediate family.
3. Immediate family means:
 - a. Spouse of the unit member.
 - b. Immediate family also includes the family members of the unit member and the unit member's spouse: children and the child's spouse (which also includes persons over whom the Association member is the legal guardian), father, mother, brother, sister, brother-in-law, sister-in-law, grandparents, step-children, step-parent, and grandchildren.
 - c. Members of the same household as the unit member.
4. Not more than one (1) day of the accumulated sick leave may be used without loss of pay in the case of death of relative other than those listed above, or a friend.
5. In the event of extenuating circumstances regarding 3 and 4 above, the Superintendent or his designee may allow additional days absence with pay to be deducted from sick leave.
6. Bereavement days shall not be counted against unit members on school board attendance policies.

D. Personal Business Days

1. Defined
 - a. Personal business days may be granted when it is impossible to schedule an activity or event during non-school or non-working hours.
 - b. Unit members shall be entitled to three (3) unrestricted days of personal business for each school year (non-cumulative). Said days shall not be deducted from sick leave. The only reason required for such leave is "Personal Business."
2. Qualifications
 - a. A request for a Personal Business Day is to be submitted electronically at least seven (7) calendar days before the day to be absent.
 - b. The Board and the Association mutually agree that when the district has an appropriate training on the electronic system, the members will submit

proof of absence electronically. This will replace the paper form currently used.

- c. An electronic response will be sent to the person who made the request within four (4) calendar days.
- d. In case an emergency condition should arise, making it impossible to conform to the time sequence listed above, the person making the request should contact the Director of Human Resources. If he/she cannot be reached, then another Administrator should be contacted. If verbal approval is granted, the request forms must be submitted before an employee is paid for the day of personal business.
- e. On any school day, the number of approved requests may be limited to 20 to insure continuity of the educational programs.
- f. Personal business days may not be used the day immediately preceding or following a holiday or vacation or on the first or last day of the school year, except under unusual circumstances at the sole discretion of the Superintendent.

E. Assault Leave

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

F. Sabbatical Leave

Upon the recommendation of the Superintendent, the Board may permit members of the professional staff, who have at least five (5) years of service in the District, to take a sabbatical leave of absence for one (1) or two (2) semesters. A member may receive up to the equivalent of half his/her salary for the period of the sabbatical, at the sole discretion of the Superintendent, and may maintain retirement and insurance benefits by arranging payment for them, and shall make such arrangements with the Superintendent as shall be agreeable to both.

G. Religious Observance

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

H. Jury Duty

1. Full-time employees of the Board of Education will be paid at the regular rate of pay on regularly scheduled school days during which the employee is absent from duty due to jury service. Such employee will assign or pay the Board all compensation received by the employee for jury service.
2. Days used on jury duty shall not be deducted from sick leave or personal business days and shall not be counted against unit members on school board attendance policies.

I. Required Court Appearances Other Than Jury Duty

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

J. Maternity/Paternity/Adoption Leave

A maternity leave of absence without pay shall be granted to a unit member for the purpose of childbearing and/or child rearing as follows:

1. A unit member who is pregnant shall be entitled, upon request, to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the employee and will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions.
2. A male unit member will be entitled, upon request, to a leave of absence without pay between the time of the birth of his child and one (1) year thereafter.
3. In cases of adoption requiring more than three (3) days absence to conclude arrangements, the individual may use accumulated sick leave days not to exceed six weeks in length. The member shall make such arrangements with the Director of Human Resources.

4. A unit member granted a maternity/paternity/adoption leave shall be returned to the unit member's original position if the leave is for one (1) semester or less, provided that the unit member is still under contract with the school district. A unit member granted maternity/paternity/adoption leave for more than one (1) semester shall be returned to the unit member's original position or one of a similar position, if available, provided that the unit member is still under contract with the school district.
5. Maternity/paternity/adoption leave shall not extend the term of a unit member's contract and is non-paid leave.

K. Extended Leave

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

General Provisions

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

1. Application for Leaves

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

2. Supporting Data

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

3. Submission to Board

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

4. Term of Leave

Unless otherwise specifically authorized by the Board, all long-term leaves will commence at the end of the school year in which the bargaining unit member requesting the leave last provided regular service and such leaves will end at the beginning of the school year following the period of leave. Upon request of the

member and approval of the Superintendent, leaves may conclude at the beginning of a semester. Failure of a unit member to return to duty at the conclusion of a leave of absence will be deemed an abandonment of employment.

5. Salary and Benefits While on Leave

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

6. Contract Status

Any school year in which the bargaining unit member has been absent from duty on an approved long-term leave consisting of one hundred twenty (120) consecutive school days or more will not be considered as a year of service for purposes of salary schedule placement or eligibility for the award of a continuing contract. Additionally, seniority will not accumulate during the period of absence (refer to Article VII, B, 3, a). If the bargaining unit member was employed under a limited contract at the time the leave was commenced, the length of the contract will be tolled by the period of the leave and the number of years remaining on the contract upon return from the leave will be the same as the number of years remaining at the time the leave commenced.

7. Return from Leave

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

L. Family Medical Leave Act

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

M. Regulations Concerning All Leaves

1. Any unit member who will be absent from school must notify the person designated for that purpose by the administration.
2. Absences other than those described in the other sections will not be allowed with pay. A deduction will be made for each day of unexcused absence at the daily rate established by the unit member's contract.

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

ARTICLE IX – REDUCTION IN FORCE

A. Reduction in Force

1. In the event that a reduction in the number of unit members becomes necessary, such reduction will be made in accordance with the provisions of this policy and Section 3319.17.
2. A unit member reduced under this section of this contract whose limited contract expired at the end of the school year during which reduction is made shall have his/her limited contract renewed unless the limited contract is non-renewed for cause.
3. A non-renewal for cause shall be for reason of competency or for other reasons within the sole discretion of the Board pursuant to 3319.11.
4. A reduction in force may be instituted for financial reasons.
5. All data relative to the projected need for unit members (student enrollment, financial resources, etc.) shall be provided to the LEA on a continuing basis.
6. Prior to the determination of who shall be included for the reduction in force, a meeting shall take place between the administration and the LEA to discuss the need and/or the extent of the reduction.

B. Seniority

1. A seniority list indicating the date each unit member signed his/her contract shall be provided to each building principal and to the President of the LEA by October 30 of each school year. Notice of availability will be made by email, as well as posted on the District's Intranet. These notices will be posted in each building.
2. Any objections to the placement of any unit member on the seniority list must be brought to the attention of the Director of Human Resources, in writing or email, not later than thirty (30) days after delivery of the seniority list. If no objections are made within that time, the list will be conclusive.
3. Certification and system-wide seniority shall be the basis of any reduction.
 - a. Seniority is defined as a unit member's length of continuous service with the Lancaster City Schools since the unit member's last date of hire as determined by the date of the Board meeting that the contract was approved. Individuals who have been absent from duty on an approved unpaid leave will have that period of time noted beside their names on the seniority list. In the case of a reduction in force, such leaves will be deducted from the service date traditionally cited as the base for seniority list placement. This deduction of unpaid leave time will result in the individual's seniority being reduced to the appropriate less senior position

on the list. If seniority is still equal, then the first day the unit member reported for work shall be the determining factor.

- b. For the purpose of defining seniority, a unit member's continuous service record shall be broken only by voluntary resignation, discharge or retirement.
 - c. When system-wide seniority and certification between two (2) or more unit members is equal, seniority shall be judged according to: (1) building seniority, where applicable, (2) advanced degrees, (3) continuous service in the subject or grade levels, in that order until an inequity develops, (4) Beginning July 1, 1996, each new hire shall have the time and date stamped on his/her job application when all necessary paperwork for employment has been submitted to the Director of Human Resources. If more than one person completes this requirement at the same time, the Director of Human Resources shall use a random method such as a coin toss to determine who shall be assigned the first minute and who the next. If other factors determining seniority are equal, the member with the earliest date and time shall be judged most senior. (5) In any other case where no inequity develops to allow determination of seniority, a random method shall be mutually agreed upon by the Association President and the Superintendent to determine seniority.
 - d. Names of unit members involved in the 1996 Reduction in Force tiebreakers, and the results, shall be kept on file by both the Board and the Association and shall remain in force in case of future Reductions in Force involving those members.
4. When, according to A6 above, it is determined that a reduction is necessary, a reduction in force list will be prepared by applying the following steps until all necessary reductions have been accomplished.
- a. Prior to the determination of who shall be included in the reduction, the administration will allow attrition by reason of retirement, resignation, or an approved leave of absence to reduce the number of unit members under contract.
 - b. The least senior certificated unit member(s) from the position(s) to be abolished in keeping with the certification and seniority list as set forth in Section 3 above.
 - c. If the unit member is certified to teach in another field, the member shall be given the option of displacing the least senior unit member in another teaching field for which he/she is certified.
 - d. Any employee who displaces another employee with less seniority in an area of certification in which the (displacing) employee has to taught in

the last five (5) years may be required to register and take a course in that area of certification within one (1) school year.

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

C. Re-employment of Unit Members

1. Recall List

- a. All unit members stipulated for reduction in force under this policy shall be placed on a recall list in order of seniority. All such unit members shall be required to provide, on a form provided by the board of education, a current address, telephone number, and other information necessary to locate said employee in case of recall. Unit members on the recall list shall remain on the list for a period of ten (10) years from the date of the reduction in force unless:
 - i. the unit member accepts full-time employment in another school district.
 - ii. the unit member's whereabouts are unknown and cannot be determined through reasonable means.
 - iii. the unit member cannot fulfill the requirements for holding a teaching position.

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

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

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

3. Recall Rights

All rights related to salary, fringe benefits, and seniority at the time of the reduction in force shall be fully restored upon recall.

4. Special provisions while on a Recall list:

- a. All unit members placed on the recall list shall be placed at the head of the substitute unit member list, if he/she so requests in writing. If such a request is made, the unit member is subject to all policies and practices of substitute service.
- b. Any unit member, while on a recall list, may pay the entire premium (employee's and Board's contribution) for group life, hospitalization, and other group insurance benefits to retain such benefits. Payments shall be made monthly in advance.

ARTICLE X – CONTRACTS AND EVALUATION

A. Unit Member Contract

1. The Lancaster Board of Education shall employ the unit members of this District. No unit member shall be placed in a teaching position unless he/she is certificated in the specific area. Any unit member assigned to a teaching position based on a temporary, provisional or professional teaching certificate will maintain that certificate in effect.
2. No unit member shall be requested to accept a teaching or supplemental assignment without a contract.
3. Contracts for the employment of unit members shall be of two (2) types - limited contracts and continuing contracts. A limited contract is a contract for a term not to exceed five (5) years. A continuing contract is a contract which shall remain in effect until the unit member resigns, elects to retire, or is retired according to law, or until it is terminated or suspended. A continuing contract may be granted only to unit members holding professional or permanent certificates/licenses.
4. Unit members eligible for continuing service status in any school district are those having professional, or permanent certificates, who have taught at least three (3) of the last five (5) years in the District.

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

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

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

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

5. If at the conclusion of the first limited contract the unit member has demonstrated satisfactory performance in the various aspects of his/her assignment, a two (2)

year contract shall be granted. However, if the unit member has significant areas for improvement, an additional one (1) year contract may be granted after the first year of employment.

6. The additional one (1) year contract shall be considered a probationary year and the unit member shall receive written notice of this probationary contract, including a list of needed areas for improvement and appropriate recommendations for improvement. If significant improvement is not evidenced during the additional year, his/her contract may not be renewed.
7. Following the completion of a two (2) year limited contract and after demonstrating satisfactory performance, a unit member will be granted a three (3) year limited contract.
8. A unit member may be granted a probationary contract at the expiration of a two (2) or three (3) year limited contract, if performance is unsatisfactory.
9. The parties intend the foregoing unit member contract provisions to supersede and take the place of any and all contrary provisions of Ohio law including, but not limited to, the provisions of Amended Substitute House Bill 330 as presently enacted or hereafter amended.

B. Unit Member Evaluation

1. Evaluation has for its primary objective the strengthening of instructional service. Effective evaluation will require a serious nature and a cooperative approach on the part of all involved.
2. All evaluation has as its purposes the improvement of the school program by assisting each unit member to improve effectiveness.
3. Accordingly, each unit member shall be observed on at least two (2) separate occasions for a period of not less than thirty (30) consecutive minutes. In keeping with the objective of strengthening unit members, a principal/supervisor shall, upon making a visitation of thirty (30) minutes or more, provide the unit member a list of any observed significant problems noted as a result of that visit and suggestions for improvement. This list of significant problems shall be given to the unit member within five (5) working days. In the case of a second visit, the unit member will either be given a list, if significant problems still exist, or a formal evaluation may be instituted within the five (5) working days. The unit member will be given a reasonable time to correct the problems.
4. All evaluations shall be made on the appropriate Unit Member Evaluation form. The evaluation should be a cooperative effort on the part of the unit member and the evaluator. A copy of the evaluation form will be independently completed by both the unit member and the evaluator. Within ten (10) days following the completion by both parties, an evaluation conference shall be scheduled at a mutually agreeable time at which time the unit member and evaluator will

compare remarks listed on the evaluation forms. After this discussion, a composite evaluation form will be mutually prepared and signed by both parties.

5. If the unit member does not agree to the comments made by the evaluator, the exceptions should be noted under the "Unit Member Comment" section of the form. In addition, the unit member may request a meeting with the elementary or secondary supervisor, the building principal, and if desired, a representative of the Association to discuss the matter in greater detail. Bargaining unit members have the right to an independent evaluation by a different evaluator at the end of a limited contract. Upon request in writing to the Superintendent and within five (5) working days after the evaluation conference, the Superintendent or designee shall provide the bargaining unit member a list of three (3) potential independent evaluators, presently employed by the Board of Education, within three (3) working days. The bargaining unit member must notify the Superintendent or designee of his/her choice within two (2) working days. If a bargaining unit member is a likely subject for non-renewal, the aforementioned evaluation shall be carried out before final action on the bargaining unit member's contract.
6. Completed evaluation forms are to be filed with the Director of Human Resources, and the Superintendent of schools, with copies being provided for the unit member and the building principal.
7. All personnel memos or correspondence relative to job performance are to be placed in the unit member's permanent record folder. A copy will be forwarded to the unit member.
8. Frequency of Evaluation
 - a. Each administrator with evaluative responsibilities shall maintain a four year evaluation cycle calendar for his/her staff, revising it as necessary prior to September 30 of each school year. Each September each member shall be advised of his/her scheduled evaluation year, in writing.
 - b. All unit members with probationary contracts shall have a minimum of two (2) evaluations and a maximum of five (5) evaluations during the year.
 - c. All unit members who are in their first three years of service in the district shall have a minimum of one (1) evaluation and a maximum of three (3) evaluations during each of the first three years.
 - d. All members with limited contracts, other than those mentioned above, shall have a minimum of one (1) evaluation during their contract period, and a maximum of three (3) each year.
 - e. All members with continuing contracts shall have a minimum of one (1) evaluation every four (4) years and a maximum of three (3) each year. Teachers with continuing contracts being evaluated under Option 1 or

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

9. A bargaining unit member scheduled for an evaluation in any given year who has reason to believe that the evaluation process may not be completed, may request in writing by February 1 that the principal evaluator complete the evaluation as required by the contract. Should the evaluation not be completed, the most recent, completed evaluation in the bargaining unit member's personnel file shall be considered an accurate representation of the bargaining unit member's current performance.
10. A bargaining unit member not meeting the Board established attendance standards, for any one or more of the following reasons, will not be negatively evaluated:
 - a. An extended illness or hospitalization of more than five (5) consecutive days, requiring professional medical attention. Documentation must be provided upon the bargaining unit member's return to work.
 - b. An extended illness or hospitalization of a spouse, bargaining unit member's parent, or child requiring an extended absence of more than five (5) consecutive days. The bargaining unit member will submit, in writing, the reasons for this absence to the immediate supervisor upon his or her return to work.

The number of days missed and an explanation of such days missed under this provision, regardless of reason or amount, will be written on the bargaining unit member's evaluation form.

11. Evaluation Instruments to be Used

- a. All members who are in the first three years of service in the District shall be evaluated on the Option 1/Option 3 checklist evaluation form.
- b. All members other than those in the first three years of service in the District, who are on probationary contracts, at risk of dismissal or non-renewal (as determined by the evaluator after the first 30 minute observation or the prior observation), or perceived by the evaluator as having multiple significant problems shall be evaluated with the Option 1/Option 3 checklist evaluation form. (See Appendix C.)
- c. All other members scheduled for evaluation shall be evaluated using the Option 1/Option 3 checklist form or the Option 2 goals form, at the choice of the teacher.

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

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

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

C. Non-renewal of Limited Contracts

1. Prior to a principal/supervisor making a recommendation to the Superintendent not to renew a unit member's limited contract, the principal/supervisor shall provide the unit member with the reasons in writing for such recommendation based on evaluations on or before March 15 of the school year involved.
2. If the Superintendent intends to recommend the non-renewal of a unit member's limited contract notwithstanding a recommendation received by him/her from the unit member's principal/ supervisor that the unit member be re-employed, the Superintendent shall notify the unit member, in writing, of such intentions and afford the unit member involved the opportunity for a conference with him/her on or before March 30 of the school year involved to discuss the reasons for the non-renewal.
3. The unit member, upon receipt of such notice of intention not to renew, shall have until April 15 of the school year involved to submit a written request to the Treasurer of the Board for an informal appearance before the Board. If such an appearance is requested, the Board shall notify the unit member of the time and place of his/her meeting with the Board.
4. At the meeting, the unit member shall have the opportunity to present reasons as to why his/her contract should be renewed. The Board shall then exercise its best judgment and good faith according to the law in considering its decision. The unit member may elect to be represented at the hearing provided for herein by one representative of his/her choice.
5. A unit member who is non-renewed after five years of teaching in the district may only be non-renewed for good and just cause and the unit member may grieve his/her non-renewal on the basis that the Board's non-renewal action was arbitrary, capricious, or unreasonable.
6. The provisions of this section shall not apply to supplemental contracts.

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

D. Resignations

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

E. Termination of Contract

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

F. Re-Employment of Retired Teachers

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

1. Except as expressly modified herein, Retirees shall be members of the bargaining unit represented by the LEA and shall be entitled to all terms, conditions, rights and benefits of the collective bargaining Agreement between the Association and the Board.
2. A Retiree shall be placed at Step 0 on the teachers' salary schedule and at his/her education column of the teachers' salary schedule.
3. The District will provide health insurance coverage for the Retiree only if STRS rules so require. If the Retiree is less than full-time, health insurance will be provided as provided to other teachers who are less than full-time.
4. Retirees shall not be eligible to receive severance pay or any retirement incentive upon leaving the district.
5. Retirees shall be provided one-year limited regular teaching contracts that are automatically non-renewed each year without any action by the Board and without any evaluations or notice to the teacher/Retiree. Failure to evaluate or to follow negotiated or statutory procedures and failure to provide statutory notice of

nonrenewal shall not be a basis for automatic reemployment of a Retiree. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Retirees shall not be eligible for a continuing contract, regardless of their years of service or license held. Retirees have no rights or seniority if a reduction in force occurs.

6. The parties agree that the provisions of this Article and any Retiree's salary and nonrenewal of his/her individual contract will not be grievable under the grievance procedures of this contract, nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.
7. Retirees will be provided with a copy of this Article and asked to execute a release of claims against the Board and Association regarding the provisions of this Article.
8. All terms and condition of employment under this Article shall supersede R.C. Chapter 3317, Sections 3319.11, 3319.111 and all other laws inconsistent with the Article.

ARTICLE XI – TERMS AND CONDITIONS

A. Unit Member Year

1. The maximum number of unit member working days in each school year, in the Lancaster City Schools, shall be 184 days less any days closed in accordance with state law.
2. There shall be two (2) full days set aside as follows:
 - a. One (1) day before the first student day each school year for unit members' meetings, with at least one-half (1/2) of this day set aside as a work day for them. If a city-wide general meeting is scheduled for this day, the Association shall be given a minimum of thirty (30) minutes at the conclusion of this meeting.
 - b. One (1) day at the end of the year as a records day. No more than one (1) hour of this day shall be for unit member meetings. Unless otherwise requested by the District, records, grade reports, or other items shall not be due before this day.
3. In November of each year the LEA shall make a recommendation to the Board of Education, through the Superintendent, for the calendar for the following school year.
4. It is understood that the final decision regarding the school calendar rests with the Lancaster City Board of Education. However, no calendar shall be adopted until the LEA has had the opportunity to provide input as indicated above in Item 3.

B. Unit Member Day

1. The unit member day shall not be longer than seven and one-half (7-1/2) hours. The beginning and ending times of the unit member day will be determined by the Superintendent and may be changed from time to time based on the needs of the building and the District. The beginning and ending times of the unit member day may vary based on the unique needs of each building and of each teaching position within the building; however, the unit member day for each member will be determined subject to the following. No unit member shall be required to arrive earlier than fifteen (15) minutes before or remain longer than fifteen (15) minutes after the student day except under the following conditions:
 - a. A building may schedule a mandatory meeting for bargaining unit members of up to forty (40) minutes once a week. An after school meeting will begin within fifteen (15) minutes of student dismissal, and end within fifty-five (55) minutes of student dismissal. Morning meetings will be scheduled contiguous to the student day.

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

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

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

- b. If a required duty is scheduled before or after the student day, the unit member will serve that duty. Duties will be assigned by the building principal or his/her designee in a fair and equitable manner. Total minutes of duty time shall be assigned proportionately among assigned full and part-time bargaining unit members at a given building. The duty schedule will be prepared in advance with the understanding that faculty members may trade duties if the trade is agreeable to both faculty members involved. The building principal shall be notified prior to the duty if times are traded.
- c. A unit member required to perform a duty for more than thirty (30) minutes outside the student day will be paid at a rate of twenty dollars (\$20) per hour for such time worked beyond thirty minutes outside the student day. The extra time will be paid in 15-minute increments, with a minimum of 30 minutes pay.
- d. The elementary classroom teacher shall be provided with a 30-minute planning period at the start of his/her work day. The elementary student day shall be shortened by 10 minutes so that elementary classroom teachers shall be provided with a 40-minute planning period at the start of his/her work day. This time is in addition to the student-free planning/conference time provided during physical education and music classes. Unit members in physical education, music and library shall be given as much conference time as other unit members in their building.
- e. Each secondary unit member will have one (1) conference/planning period per day, and conference/planning periods shall be of approximately equal duration within a building.
- f. During the weekly library instruction period, elementary classroom unit members shall not be required to be in the library.

2. Continuous Improvement Funds

A sum of \$34,000 in continuous improvement funds shall be distributed annually based upon the previous October ADM count, as follows:

Lancaster High School	\$9255		
Sherman	\$3921	Ewing	\$3810
Cedar Heights	\$2033	Tallmadge	\$2185
East	\$2162	Medill	\$2145
Sanderson	\$1795	West	\$2431
South	\$1798	Tarhe	\$2465

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

- a. Bargaining unit members, within their respective buildings, must first be considered for duty alternative positions at that building. Then, bargaining unit members from other buildings may be considered. If a bargaining unit member is employed as a duty alternative aide, s/he will be issued a limited, supplemental contract at .03 of the base salary. Bargaining unit members shall be considered only for duty-alternative positions that are scheduled outside of the regular day for teachers.
- b. If no bargaining unit member applies, or the duty is scheduled within the normal teacher day, then other persons may be considered.
- c. The building site is responsible for all salary, retirement, and benefit costs. The total amount expended may not exceed the building's allocation, unless the building contributes other funds by arrangement with the Treasurer.
- d. The building site is responsible for recruitment and selection of duty-alternative aides. Duty-alternative aide positions are not subject to the usual posting requirements of this Negotiated Agreement.
- e. The names of persons to be employed as duty-alternative aides must be submitted to the Director of Human Resources prior to employment.

3.

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

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

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

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

- b. Parent/Teacher Conferences. Elementary parent conferences will be scheduled for the next two (2) consecutive weeks after the first grading period. Teachers at any building may decide by majority vote to have conferences on the last day of the second week, or on a prior evening and take an equal amount of compensatory time off on the afternoon of the conference day; or on two evenings, with compensatory time off for the entire conference day if work time is approximately equal. Two evening conferences will be held during the second conference week with compensatory time off taken on the Wednesday prior to the Thanksgiving break.

Secondary conferences shall be held on two evenings with compensatory time taken on the Wednesday prior to the Thanksgiving break.

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

4. Unit members will not be required to perform clerical tasks such as assembling handbooks, updating curriculum guides and courses of study at either building or district-wide meetings.
5. Each unit member employed by the Board of Education of the school district shall be granted at least thirty (30) uninterrupted minutes for lunch each day.
6. As used in this Agreement, the term "planning period" or "planning/conference time" means a period of time during the unit member day during which the unit member can schedule pupil and/or parent conferences, plan and/or prepare for lessons, or other job-related activities. Staff meetings may be held during the 30-minute pre-school day elementary planning period if a majority of bargaining unit members in that building prefer it.

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

C. Certification and/or Licensure

1. The Board establishes as a minimum requirement for initial employment of unit members the possession of a Bachelor's Degree and Ohio Elementary or Secondary Provisional License or equivalent. If it is necessary to deviate from this policy, the deviation will be in accordance with the Ohio Department of Education Regulations.
2. The proper certificate for the position must be on file in the Superintendent's office prior to the close of the first payroll period and this is the personal responsibility of each employee.
3. The Superintendent of Schools may grant an extension of time if the circumstances warrant this action.
4. The Board will reimburse 50% of certification or licensure renewal and/or upgrade fees up to a maximum of two (2) certificates or licenses per bargaining unit member.
5. The Board will provide for fingerprinting and background checks as required by law for bargaining unit members.

D. Unit Member Personnel Files

1. There will be established and maintained one (1) official file on all unit members. The file shall be maintained by the office of the Director of Human Resources.
2. The official file shall be limited to work performance, discipline, and routine personnel data. Work performance and discipline data shall be admitted only after the unit member has signed and dated the actual material or a cover letter referencing said material's placement in the personnel file. Such signature shall signify that the member has seen the material, and not necessarily that the member agrees with it. The member shall also be given a copy of any material placed in his/her file.
3. If and when a unit member and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said unit member's file is anonymously authored, irrelevant, inappropriate, or false, such material shall be removed from the file or corrected. If the unit member and the Superintendent or his/her designee are unable to reach an agreement and the unit member still feels that the material contained in the file is anonymously authored, irrelevant, inappropriate, or false, such unit member shall have the right to attach a written statement to the disputed information. In addition, if a unit member feels that material in the file is not factually correct, the unit member may file a grievance calling for the removal of the factually incorrect material. Evaluative opinions are not grievable unless based on factually incorrect information as established through the grievance procedure.
4. A unit member shall have the right to inspect his/her personnel file at any time as long as such request is during the normal working hours of the administrative offices.
5. In addition to the unit member's personnel file, only one (1) anecdotal file may be maintained by the district. Said file shall be housed by the unit member's principal evaluator, although other evaluators may place anecdotal records in said file. Copies of any material in this file shall be given to the unit member and said file shall be subject to the provisions of paragraphs 2, 3, 4, and 5 herein.
6. Unit members may include items in his/her respective official file pertaining to his/her performance or contributions to the field of education.
7. Personnel records are public records for the purposes of Ohio Revised Code Section 149.43. A member and/or his representative shall be promptly notified that such a request has been received.
8. Unit members' addresses and telephone numbers are not public record.

E. Grade Books

1. Unit members shall evaluate students according to the grading policies set forth by the Lancaster Board of Education. Record keeping for these policies shall be kept by each unit member and in a manner which the unit member finds manageable for his/her own personal needs as long as such procedures are in keeping with Board policies. All teachers, except kindergarten teachers, will keep student grades and assignments in *Progress Book* and the grades and assignments will be updated at least bi-weekly.
2. The administration may require that these grade records be available for periodic review and that they be turned in at the end of the school year.

F. Lesson Plans

1. The Board and the Association agree that proper planning is vital to provide both long-and short-range direction in classroom instruction. They also agree that certificated unit members are capable of developing individual lesson plans for their classes which reflect planning to meet course objectives. All unit members shall provide lesson plans, if appropriate, to their assignment. Lesson plans shall be done five (5) days in advance, Monday through Friday, and must be available for substitute teachers and provide substitutes with sufficient instructions for the day. It is the responsibility of the unit member to have these materials available prior to the start of the student day as well as class rosters and seating charts.
2. The building or supervising principal shall have the sole authority and responsibility to check unit member lesson plans on a regular basis. Lesson plans shall be available in the classroom. Lesson plans may also be checked by classroom observers the day of official visitations. All unit members shall submit their lesson plans in accordance with a schedule specified by the principal at the beginning of the school year.
3. Each unit member's daily lesson plans shall give direction for instruction and implementation of courses of study as determined by the unit member. Lesson plans may be computer-generated, typed, handwritten, in a loose-leaf or spiral notebook, in a format as determined by the unit member.
4. The parties agree that lesson plans shall be reflective of Ohio Achievement/OGT indicators where applicable. Proficiency outcomes need not be reproduced verbatim nor referenced by page number in the lesson plan.
5. A good lesson plan includes:
 - a. A simple statement of what students are supposed to learn in the lesson, or objective(s), which must relate to those stated in duly adopted curriculum; and, the teaching technique for presenting the lesson. If the lesson continues more than one day, these need not be repeated daily. Lesson plans need not reproduce verbatim nor reference by page or number the

objectives from the curriculum guide, nor need they state formal behavioral objectives.

- b. A list of materials and equipment needed, including training aids, e.g. charts, maps, films, records, filmstrips.
- c. Evaluation procedures for the lesson. Evaluation can be a formative assessment.

G. Administration of Medication/Medical Attention

1. No unit member, excluding the school nurse, shall be required to administer medication or provide medical attention except in an emergency first aid situation; however, any unit member refusing to administer both must notify the building principal, in writing, of his/her refusal on or before September 15 of the school year. Bargaining unit members hired after the start of the school year shall have 15 work days to notify principal of refusal.
2. The unit member's notification shall continue from year-to-year until the building principal is notified otherwise. Should a unit member change building assignments, a new form shall be completed and filed.

H. Class Size

1. The Board agrees that every effort will be made to maintain class sizes that will serve to provide an optimal teaching/learning situation. Except in performance classes, physical education classes, study halls, library activities, field trips and other regularly scheduled group activities, classes in grades K-3 shall be scheduled, where possible, not to exceed 25 pupils per class; classes in grades 4-5 shall be scheduled, where possible, not to exceed 28 pupils per class; classes in grades 6-12 shall be scheduled, where possible, not to exceed thirty (30) students per assigned class period. Enrollment in classes in grades 6-12 shall be scheduled, where possible, not to exceed 170 pupils per day per teacher.

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

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

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

2. At all elementary grade levels, consideration will also be given to the number and type of identified handicapped children assigned or mainstreamed into a regular

classroom. The appropriate personnel from the Pupil Personnel Services Department will, upon request of the regular teacher, assist in the planning of activities that the regular classroom teacher may employ in their daily teaching. Such activities might include directing appropriate resources, personal observations, or other activities to aid in the education of mainstreamed, handicapped students. Where possible, class sizes for small rooms at South, East, and Cedar Heights where maintaining the standard class sizes would result in overcrowding, will be 23 pupils for grades K-3 and 25 pupils in grades 4-5.

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

3. In grades 6-12, consideration will be given to the subject matter, required composition, ability levels of students and number of teacher preparations in the establishment of class sizes. The impact of the assignment of identified, handicapped students, with respect to number and type of handicap, will be considered in establishing a reasonable class size. The appropriate personnel from the Pupil Personnel Services Department will, upon request of the regular teacher, assist in the planning of activities that the regular classroom teacher may employ in their daily teaching. Such activities might include directing appropriate resources, personal observations, or other activities to aid in the education of mainstreamed, handicapped students.
4. All special education classes and vocational classes funded by federal and/or state funds will follow federal and state regulations and guidelines.
5. Under no condition will this provision require the Board of Education to acquire additional facilities other than those available as of the effective date of this Agreement.

I. Release Time

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

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

J. Curriculum Development-Secondary

1. Unit members shall be involved in planning, developing, revising, and updating of curriculum guides and courses of study, pupil performance objectives and competency tests; selection of textbooks and supplementals. Service on curriculum development held outside the teacher workday shall be voluntary.

2. At the first meeting of the committee, a schedule of further meetings shall be established. At the conclusion of this meeting, members shall indicate whether they wish to continue serving, considering the established schedule. Meetings may be conducted either during the normal unit member day, or outside the day. If during the normal day, released time will be provided. If outside the day, unit members will receive pay at the curriculum rate. Ample released time will be provided to selected department personnel to prepare course descriptions, curriculum guides, instructional objectives, lists of needed materials, and budgeting requirements, including a specific plan for the implementation of a pilot program, when necessary. Curriculum/in-service work days shall not be counted against unit members on school board attendance policies.
3. Any revisions of curriculum or new curriculum will be presented to the Board of Education for approval prior to implementation.
4. Unit members will not be required to implement a curriculum guide, a course of study, pupil performance objectives or any other part of a revised or newly adopted curriculum until they have been provided said item and said item has been available to the unit member for at least thirty (30) days prior to implementation. This will apply to new textbook adoptions as well.

K. Curriculum Development-Elementary

The Director of Instructional Services will select and/or develop courses of study that meet State curriculum models and proficiency outcomes/standards. The Director will present these courses of study and a selection of applicable materials to a District-wide elementary curriculum committee made up of one elected representative from each building. Meetings of the elementary curriculum committee will be called by the Director of Instructional Services or his/her designee. This committee will recommend materials to the Superintendent or his/her designee for adoption to satisfy the needs of the course of study selected by the Director of Instructional Services. Meetings or work approved by the Director of Instructional Services will be paid at the curriculum work rate.

L. School Closing (Calamity Days)

1. In the event the school system or a school building is closed due to weather or other emergency, unit members will not be required to report. A state of emergency declared by the Governor of the State of Ohio or an extraordinarily grave event marked by great loss, lasting distress and affliction shall also be considered to be a public calamity.
2. Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any student make-up day scheduled by the Board without additional compensation.
3. Any bargaining unit member who has announced a retirement date and whose retirement plans or pay are adversely affected by calamity days or make-up plans

for calamity days, shall be given an opportunity to work additional days to avoid such consequences, to the extent allowed by law.

M. Student Teacher Assignments

1. Only unit members who consent to participate are eligible to serve as cooperating unit members in the Student Teacher Program. The option to refuse a student teacher for just cause belongs to the building principal in cooperation with the unit member. The nature of the work experience for any student teacher shall generally be determined by the cooperating unit member. Termination of a student teacher assignment shall be exclusive prerogative of the principal, exercised only after consultation with the cooperating unit member.
2. Unit members shall be involved with the administration and the university in establishing those policies and procedures affecting students and cooperating unit members in the following areas:
 - a. Activities, services, and compensation.
 - b. Roles and responsibilities.
 - c. Provisions for solving problems and the coordination of ongoing activities.
 - d. Means for revisions to meet changing needs and conditions.
 - e. Professional development programs for persons involved in the preparation of unit members.

N. Field Trips

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

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

O. Physical Examinations

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

P. Summer School

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

- a. Evaluation of performance in teaching summer school and/or regular classroom performance for those who have not taught summer school.
- b. Summer school seniority in the system.
- c. Seniority within the subject matter in the system.
- d. Overall seniority in the system.
- e. Overall seniority in teaching.

Q. Substitute Teachers

1. The Lancaster City Board of Education believes that substitute teachers serve an important function in any school system.
2. Teachers may be employed as substitutes for terms not to exceed one (1) year for assignment to take the place of regular unit members who are absent because of illness, on leave of absence, or to fill temporary positions created by such emergencies. The employment rights of such long-term substitute teachers are governed by Article II, Section B of this Agreement. A substitute teacher may also be employed on a casual or day-to-day basis.
3. The use of non licensed persons or substitute teachers in the absence of regular unit members, irrespective of whether such uncertified teachers are paid for their services, is prohibited.
4. A certified copy of a substitute teacher's certificate must be on file in the office of the Superintendent of Schools.
5. Short-term substitute teachers shall be paid in accordance with the pay scale for substitute teachers adopted by the Board of Education.

R. Providing Substitute Teachers

1. A substitute shall be provided for a unit member absent for a full day of scheduled work, or for an anticipated absence of one-half (1/2) day or more.
2. No unit member shall be required to take another unit member's class during his/her conference period.
3. A unit member anticipating an absence of longer than five (5) school days may request the substitute teacher he/she wishes to cover his/her class. A current list of substitutes will be available in the office of the Director of Human Resources.

S. Access to Worksite

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

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

T. Safety in the Workplace

1. The safety of staff, students, parents, and the general public shall be a primary objective of the Lancaster Board of Education.
2. Teachers and other appropriate staff will be informed of student's past physically violent behavior to the extent permissible by law and to the extent known by the Board, if the student will be supervised or taught by the teacher or other staff.
3. Safety concerns should be communicated through the Administrative-Association Liaison Committee.
4. Assaults and threats of physical violence on staff members will not be tolerated. Staff members who are assaulted or threatened with physical violence shall immediately report the assault or threat to the building administrator for appropriate action in accordance with Board Policy and/or the Serious Misconduct Code. In cases where the student is the assailant, that student shall not be returned to the classroom until after an investigation and hearing and not on the same day as the assault.
5. The Board shall provide emergency communication devices suitable for summoning help for members who work with high-risk categories of students, and, in particular, for ED and MD teachers; with at least one portable communication device per building.

U. Children of Members Attending Lancaster Schools

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

V. School Design

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

ARTICLE XII – COMPENSATION

Salary Increase 2012-2013: 0%

Salary Increase 2013-2014: 2.5% on base salary

Salary Increase 2014-2015: 1.75% on base salary

Salary Schedule Index

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

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

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

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

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

Salary Schedule for 2012-2013

Base	34,239						
STEP	BA	BA + 15	150 HRS	MA	MA + 15	MA + 30	MA + 45
0	35,609	36,293	36,978	37,663	38,040	38,348	38,724
1	36,704	37,594	38,519	39,443	39,820	40,402	40,779
2	37,800	38,896	40,060	41,224	41,600	42,456	42,833
3	38,896	40,197	41,600	43,004	43,381	44,511	44,887
4	39,991	41,498	43,141	44,785	45,161	46,565	46,942
5	41,429	43,141	45,024	46,907	47,284	48,962	49,338
6	42,867	44,785	46,907	49,030	49,407	51,359	51,735
7	44,305	46,428	48,791	51,153	51,530	53,755	54,132
8	45,743	48,072	50,674	53,276	53,653	56,152	56,529
9	47,181	49,715	52,557	55,399	55,775	58,549	58,925
10	48,619	51,359	54,440	57,522	57,898	60,945	61,322
11	50,057	53,002	56,323	59,644	60,021	63,342	63,719
12	51,495	54,645	58,206	61,767	62,144	65,739	66,116
13/14	52,933	56,289	60,089	63,890	64,267	68,136	68,512
15-19	54,372	57,932	61,973	66,013	66,389	70,532	70,909
20-24	55,810	59,576	63,856	68,136	68,512	72,929	73,306
25-28	57,248	61,219	65,739	70,258	70,635	75,326	75,702
29	58,686	62,863	67,622	72,381	72,758	77,723	78,099

Salary Schedule for 2013-2014

Base	35,095						
STEP	BA	BA + 15	150 HRS	MA	MA + 15	MA + 30	MA + 45
0	36,499	37,201	37,903	38,605	38,991	39,306	39,692
1	37,622	38,534	39,482	40,429	40,815	41,412	41,798
2	38,745	39,868	41,061	42,254	42,640	43,518	43,904
3	39,868	41,202	42,640	44,079	44,465	45,624	46,010
4	40,991	42,535	44,220	45,904	46,290	47,729	48,115
5	42,465	44,220	46,150	48,080	48,466	50,186	50,572
6	43,939	45,904	48,080	50,256	50,642	52,643	53,029
7	45,413	47,589	50,010	52,432	52,818	55,099	55,485
8	46,887	49,273	51,941	54,608	54,994	57,556	57,942
9	48,361	50,958	53,871	56,784	57,170	60,012	60,398
10	49,835	52,643	55,801	58,960	59,346	62,469	62,855
11	51,309	54,327	57,731	61,135	61,522	64,926	65,312
12	52,783	56,012	59,662	63,311	63,697	67,382	67,768
13/14	54,257	57,696	61,592	65,487	65,873	69,839	70,225
15-19	55,731	59,381	63,522	67,663	68,049	72,296	72,682
20-24	57,205	61,065	65,452	69,839	70,225	74,752	75,138
25-28	58,679	62,750	67,382	72,015	72,401	77,209	77,595
29	60,153	64,434	69,313	74,191	74,577	79,666	80,052

Salary Schedule for 2014-2015

Base	35,709						
STEP	BA	BA + 15	150 HRS	MA	MA + 15	MA + 30	MA + 45
0	37,137	37,852	38,566	39,280	39,673	39,994	40,387
1	38,280	39,208	40,173	41,137	41,530	42,137	42,529
2	39,423	40,565	41,780	42,994	43,386	44,279	44,672
3	40,565	41,922	43,386	44,851	45,243	46,422	46,814
4	41,708	43,279	44,993	46,707	47,100	48,564	48,957
5	43,208	44,993	46,957	48,921	49,314	51,064	51,457
6	44,708	46,707	48,921	51,135	51,528	53,564	53,956
7	46,207	48,421	50,885	53,349	53,742	56,063	56,456
8	47,707	50,135	52,849	55,563	55,956	58,563	58,956
9	49,207	51,849	54,813	57,777	58,170	61,062	61,455
10	50,707	53,564	56,777	59,991	60,384	63,562	63,955
11	52,207	55,278	58,741	62,205	62,598	66,062	66,454
12	53,706	56,992	60,705	64,419	64,812	68,561	68,954
13/14	55,206	58,706	62,669	66,633	67,026	71,061	71,454
15-19	56,706	60,420	64,633	68,847	69,240	73,561	73,953
20-24	58,206	62,134	66,597	71,061	71,454	76,060	76,453
25-28	59,705	63,848	68,561	73,275	73,668	78,560	78,953
29	61,205	65,562	70,525	75,489	75,882	81,059	81,452

Agreement to extend 2012-15 contract for one year:

The parties agree that by June 30, 2015, they will execute a one-year extension to the 2012-15 contract, which extension shall contain:

(1) Salary Increase 2015-2016: 1.0 % on base salary with the following clause: In the event that the Board provides an increase on base salary to the LSSA that is greater than 1.0% for the 2015-16 fiscal year, the LEA will be provided with the same increase on base salary as provided to the LSSA for the 2015-16 school year; and

(2) a one-month insurance holiday for eligible bargaining unit members, which shall waive the 20% employees' health insurance contribution for December 2015, if the Treasurer determines that the district qualifies for such an insurance holiday.

The contract extension shall contain no additional language changes other than those changes mutually agreed upon by the parties and those changes required by law. The contract extension shall expire on June 30, 2016.

Co-Curricular Supplemental Contracts

	<u>Experience Year</u>		
	0-2nd	3rd - 5th	6th +
<u>Theater</u>			
Director of Theater (Fall Play, Musical) – One Contract	.14	.17	.21
Set and Technical Director (Fall Play, Musical) – One Contract	.10	.14	.18
Theater Producer (Fall Play, Musical) – One Contract	.10	.12	.14
Music Director – Musical	.05	.07	.09
Orchestral Music Director – Musical	.04	.05	.06
Drama Club	.03	.05	.07
Choreographer – Musical	.04	.05	.06
<u>Music</u>			
Director of Bands	.14	.17	.21
Assistant Band Director	.10	.12	.14
Percussion Ensemble	.06	.08	.10
Marching Band Specialist	.06	.08	.10
Auxiliary Corps – Marching Band	.05	.06	.07
Pep Band	.05	.06	.07
Director of Choral Music	.10	.12	.14
<u>Student Leadership</u>			
Class Advisor (9, 10, 11, 12 – one per grade)	.03	.05	.07
Student Council – High School	.03	.05	.07
Teen Institute	.03	.05	.07
SkillsUSA	.03	.05	.07
National Honor Society	.03	.05	.07
National Art Honor Society	.03	.05	.07
<u>Academic Competition</u>			
In the Know	.05	.07	.09
Science Olympiad (High School and Junior High)	.05	.07	.09
Power of the Pen	.05	.07	.09
<u>Co-Curriculars</u>			
High School Yearbook	.14	.15	.16
High School Journalism (Quill and Scroll)	.05	.07	.09
Department Coordinators (Language Arts, Science, Math, Social Studies, Career-Tech/Business, District Health/P.E., Guidance, District Art, District Music, Foreign Language), Elementary Grade-Level (Title I Math, Title I Reading), Elementary Special Education, Secondary Special Education	.07	.08	.09
<u>School –Sponsored Groups</u>			
Latin Club, French Club, Spanish Club	.03	.04	.05
Family/Consumer Science Club, Book Club	.03	.04	.05
Ecology Club	.03	.04	.05

Academic and Enrichment Grants

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

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

Two (2) Power of the Pen grants open to secondary schools. Each grant will be funded up to \$1000. Applicants shall submit a plan and budget to the Staff Development Committee, which will select and approve grants. Budgets may include supplies, materials, compensation for advisors, and other related expenses.

Athletic Supplemental Contracts

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

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

	Experience Year		
	0-2	3-5	6 or more
<u>Level VI Junior High</u>	.07	.09	.11
Junior High Boys Basketball Coach			
Junior High Boys Football Coach			
Junior High Boys/Girls Cross Country Coach			
Junior High Boys/Girls Track Coach			
Junior High Girls Basketball Coach			
Junior High Girls Volleyball Coach			
<u>Level VII</u>	.06	.08	.10
Developmental Golf Boys/Girls			
Developmental Tennis Boys/Girls			
Football Equipment Manager			
Jr. High Basketball Cheer Coach			
Jr. High Football Cheer Coach			
Weight Room Supervisor (one per season, plus summer) (Weight Room open to all athletes)			
<u>Level VIII</u>	.20	.20	.20
Athletic Trainer			
<u>Level IX</u>	.10	.10	.10
Faculty Athletic Manager – Junior High (G.S and T.E.)			
<u>Level X</u>	.07	.09	.11
Special Olympics Coach			

ARTICLE XII – COMPENSATION (Continued)

A. Pay Periods

1. The contractual year shall be divided into twenty-six (26) equal pay periods. Pay days shall fall on alternate Fridays.
2. Payroll deductions shall be figured to create substantially equal net amounts for each pay period. Exceptions will occur during the third pay day within any given month.
3. All bargaining unit members shall enroll for direct deposit.

B. Regulations for Payment of Supplemental Contracts

Supplemental contracts will be paid according to the following:

1. Supplemental contracts involving responsibilities throughout the school year shall be paid incrementally in the regular pays throughout the school year.
2. Supplementals involving limited time periods within the school year will be paid throughout that period in regular pays.
3. Responsibilities may include inventories, evaluations of coaching staffs, and other reports required by either the building principal or athletic director.
4. Coaches will receive one-third (1/3) of their stipend in their regular pays as follows:

Fall Season Coaches - 2nd pay in September, October and November.
Winter Season Coaches - 2nd pay in December, January, February.
Spring Season Coaches - 2nd pay in March, April, May
OR
They may choose to receive one lump sum in a separate check on the last pay of November (fall season), February (winter season) or May (spring season).
5. Payment for supplemental contracts of limited time periods will be with a separate check.

C. Insurance

1. The Board shall purchase hospitalization, surgical, major medical, dental and life insurance from a carrier licensed to sell insurance in Ohio.
2. Major medical insurance premiums shall be split on an 80%/20% basis (District/employee). Coverage shall include the following: Appendix E.

A one-month insurance holiday shall be provided for eligible bargaining unit members, which shall waive the 20% employees' health insurance contribution for December 2012, December 2013, and December 2014. A one-month

insurance holiday will be provided for December 2015 if the Treasurer determines that the district qualifies for an insurance holiday.

Other Options

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

Vision Insurance

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

Dental Insurance

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

Life Insurance

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

3. Contribution to Health Insurance

Unit members working on a part-time or hourly basis are entitled to all benefits and provisions under this Negotiated Agreement with the stipulation that said benefits shall be earned and utilized on a proportionate basis as the hours worked (see below).

Part-time or hourly unit members electing to receive a fringe benefit shall pay the difference between the Board contribution and the total benefit cost. Unit members shall pay according to the following schedule:

<u>Hours Worked Per Week of Board Payment</u>	<u>% Contribution</u>
20-27	50%
28-35	75%
Over 35	100%

4. Any unit member married to another employee shall be entitled to elect single policy coverage, as long as his/her spouse also elects single coverage. Married employees not electing the above coverage shall be entitled to only one (1) family policy covering the family unit and shall pay only one premium.

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

5. Any employee who is required to pay a portion of an insurance plan must do so through payroll deductions. Deductions shall be made for Board approved insurance plans only.
6. Any policy of health insurance implemented after the effective date of this agreement may be bid with a specification that such policy not exclude coverage for pre-existing conditions, except that benefits may be withheld for any injury or sickness for which medical treatment was (or reasonably should have been) received during the three (3) months preceding or six (6) months after the effective date of coverage based on the original hire date of the employee.

Bargaining unit members must enroll within 30 days of employment. If the bargaining unit member fails to enroll during that time period, they must wait until the next open enrollment period which will occur during the month of September each year. (This does not include new enrollees due to a change in marital or dependent status, or involuntary loss of insurance through another person.)

7. The Board will determine and may change the insurance carrier or third party administrator, if any, from time to time provided that any such change will not result in a reduction of insurance benefits required under this agreement. A joint Insurance Committee shall meet regularly to review the status of the insurance program, educate members on the status, recommend improvements or adjustments, and recommend any change in carrier or coverage. The committee shall be composed of five (5) persons appointed by the Association president and five (5) persons appointed by the Superintendent. In the case of any change in coverage which reduces the benefits, the approval of the Association is required. Insurance coverage must be from a carrier licensed to sell insurance in Ohio or a Board approved plan of self-insurance.
8. A Section 125 Plan is available for members' insurance contributions.

D. Tutors

Tutors will be paid at the summer school hourly rate.

E. Summer School and Curriculum Work

Hourly Rate: \$24.00

F. Local Professional Development Committee and Professional Development Program

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

1. The Local Professional Development Committee shall be responsible for reviewing professional growth plans for university course work, continuing education units, and other appropriate staff development activities. The LPDC shall determine whether such completed coursework meets the requirements for renewal of licenses and certificates.

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

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

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

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

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

2. Tuition Reimbursement for College Credit

- a. Dollar Amounts. The amount to be appropriated for bargaining unit members in the Lancaster City Schools budget for tuition reimbursement

shall be \$120,000 per year from Fall through Summer of each year. The funds will be allocated in the following manner:

Fall, 20%; Winter, 15%; Spring, 20%; Summer, 45%. Money not expended in any quarter will be added to the sum for the following quarter.

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

A formula will be established which gives each graduate hour 1 point, each undergraduate hour .5 points, and each continuing education unit .25 units. This is for quarter hours and semester hours will be adjusted appropriately. The total points of all approved classes of all applicants will be arrived at and divided into the total amount of money allocated for that quarter. Each applicant will receive reimbursement based on the amount of money for each point multiplied by the number of points or fractions of points which were approved for them.

No person will receive a higher reimbursement for coursework than was paid for that coursework. All applicants who are taking eligible courses and who have met the time deadline will be included in the reimbursement process.

- c. A maximum amount of \$1,700.00 in any given year for graduate credit is allowed for each bargaining unit member. A maximum amount of \$1,000.00 per year for undergraduate credit is allowed for each bargaining unit member.
- d. The following dates will determine the quarter for which the course will be considered. The quarter will be determined by the month in which the course ends. Courses ending in July or August will be considered Summer Quarter. Those ending in September through December will be considered Fall Quarter. Courses ending in January through April will be Winter Quarter and those ending in May or June will be considered Spring Quarter. Workshops which take place wholly in June will also be considered Summer Quarter.
- e. Applications must be received by 5:00 p.m. in the office of the Superintendent or Designee on the date designated. They may be turned in any time after the start of the previous term. The date shall be advertised for at least two (2) weeks prior to the deadline on the LEA bulletin boards.
- f. Application for tuition reimbursement shall be made on the form shown in Appendix G. The course considered must be directly related to the improvement of the applicant's present assignment, or be needed to upgrade or renew applicant's current teaching certificate/license, or apply toward an additional certificate/license in the education field. Courses shall be subject to LPDC approval. The form in Appendix G may be changed by mutual agreement of the LEA-Administration Liaison Committee.

- g. A bargaining unit member may also request tuition reimbursement for continuing education units needed for renewing a current certificate/license. CEU approval and reimbursement will be subject to LPDC approval.
- h. The LPDC shall approve courses.
- i. Course changes, after the approval, must be transmitted to the office of the Superintendent or Designee within five (5) school days after the start of the term for which approval has been granted. The LPDC shall approve and evaluate course changes.
- j. Applicants have the right to appeal the action taken by the LPDC. Notification of the intent to appeal must be made in writing to the office of the Superintendent or Designee no later than five (5) school days following the receipt of the LPDC's action. The applicant will be invited to appear personally before the committee to register his/her formal appeal.
- k. After the appeal has been completed, the decision of the committee shall be final.
- l. To receive supplemental compensation, the applicant must submit one (1) copy of an official college/university transcript, grade slip, or proof of Continuing Education Unit, including fees paid, showing the courses which had been approved were successfully completed. The copy of the original application form which is so designated must be completed and returned with the proof.
- m. Payments shall be made in a lump sum and issued according to the following schedule: Fall Quarter courses by February 28, Winter Quarter by May 31, Spring Quarter by July 31, and Summer Quarter by October 31.
- n. Requests for reimbursement and all materials required for making reimbursements must be received by the office of the Superintendent or Designee at least fourteen (14) calendar days prior to the standard pay periods for unit members per those dates above. Those requests received after the established deadlines will be paid on the following pay.

3. CEU Credit

Ohio Department of Education Continuing Education Units will be offered at all possible times for District sponsored workshops, classes, speakers and training sessions, regardless of whether these sessions take place during or outside the regular school day. This provision is in place so long as CEUs can be used for certification or licensure, and continues if CEUs become a responsibility of the

LPDC rather than the Ohio Department of Education. Bargaining unit members may be charged up to \$1.00 for filing a CEU application.

4. **Local Professional Development Committee**

Compensation may be offered for classes, workshops, speakers, seminars, or training sessions which are designated by, the Local Professional Development Committee, as important to the goals of the District, and which are offered outside the regular school day. Compensation will be subject to STRS withholding.

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

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

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

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

G. **Severance Pay**

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

1. Retirement relates to those employees who have indicated intent to retire and for which the Board has received an application for processing from a retirement system for retirement.
2. All accumulated, unused sick leave, whether credited by transfer from another governmental agency, department, or political subdivision, and that earned and unused while in the employ of the employing unit, must be used in the computation of the payment of accumulated sick leave pursuant to Section 124.39 of the Ohio Revised Code.
3. Bargaining unit members retiring during the first year in which the member becomes eligible for retirement will be paid severance pay up to one-third (1/3) of accumulated and unused sick leave to a maximum of 100 days pay (hereafter, the "premium rate"). As used in this Agreement, the first year of eligibility for retirement means either the year in which the member becomes eligible for

superannuation retirement benefits under the regulations of the State Teachers Retirement System or the year in which the member attains thirty (30) years of retirement service credit. For example, a member becomes eligible upon attaining age fifty-five (55) with twenty-five (25) years of credited service and again upon attaining thirty (30) years of credited service. A bargaining unit member who elects to retire in either of the years of eligibility will be paid severance pay at the premium rate. Bargaining unit members retiring at any other time will be paid severance pay on the basis of one-third (1/3) of accumulated sick leave to a maximum of sixty-five (65) days. A bargaining unit member must give notice of intention to retire five months prior to the effective date of retirement. The Superintendent has the discretion to waive the five-month notice requirement if, in his judgment, the circumstances so warrant. The Superintendent's discretion and judgment regarding whether to waive the notice may not be challenged by filing a grievance or by any other means.

4. The payment of said benefit shall be made at the first scheduled payroll date following Board approval of the amount or, upon written request of the employee, at the first scheduled payroll date falling within the next calendar year. In no case may this payment be delayed longer than a seven (7) month period.
5. E.R.I.P. An early retirement incentive plan may be adopted by the Lancaster Board of Education as provided by O.R.C. 3307.35.

H. Mileage Reimbursement

1. Unit members will be reimbursed for mileage necessary for the performance of assigned duties and/or responsibilities at the rate set each year by the Internal Revenue Service. The rate will be determined as of January 1 and will remain in effect through December 31 of each year. This includes, but is not limited to, nurses, athletic faculty manager, special education teachers, instrumental music teachers, teachers assigned to more than one building, athletic trainers, and speech and hearing specialists.
2. Mileage outside the city limits of Lancaster must receive the prior approval of the responsible superior. Mileage reimbursement must be requested on Form F-2 within the month following the trip. A copy of the mileage reimbursement form will be included in the teacher handbook.

I. Board Pick-Up of Member Contribution to STRS

1. The total annual salary and salary per pay period for each unit member shall be the salary otherwise payable under this agreement as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary, and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time-to-time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member and shall

be paid by the Board to STRS on behalf of said member as a "pick-up" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pick-up for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this contract as amended (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

2. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the pick-up. The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of pick-up. The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
3. The pick-up shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
4. The pick-up shall be included in the base salary for the purpose of determining supplemental duty salary.
5. The Board of Education shall not be liable, either monetarily, or otherwise, for the consequences of any adverse ruling by the Internal Revenue Service or a court of law holding the within provision illegal or invalid.
6. The employee shall indemnify and hold the Board harmless from any liability which may accrue to the Board for any over deduction of STRS, annuity or any other tax sheltered payment made on behalf of employee which may exceed the contribution limitations set forth by the Tax Reform Act of 1986 or any other federal or state legislation or IRS Code regulations.

J. Master Teacher Stipend

Each teacher who becomes a Master Teacher during the term of this contract who has not already received a Master Teacher stipend from the Board, will receive a stipend of \$1,000. Teachers who gain Master Teacher status will be paid the stipend on the first pay period after board approval. This provision expires June 30, 2016.

K. Attendance Incentive

Each full-time bargaining unit member employed as of September 15, 2012 (for the 2012-13 school year) or September 15, 2013 (for the 2013-14 school year) shall be

eligible for an attendance incentive payment as follows after the conclusion of the school year.

<u>Total Days Absent</u>	<u>Amount</u>
0	\$1,000.00
1	\$800.00
2	\$600.00
3	\$400.00
4	\$200.00

“Total Days Absent” shall include sick leave, personal leave, and any other leave. However, the following shall not be included in Total Days Absent: sick leave donated to another employee, professional leave, Association leave that is approved in advance as professional development, jury duty, and court appearances related to job assignment as a teacher. Part-time bargaining unit members shall receive a pro-rata portion of the “Amount” as determined by the Treasurer.

For purposes of the Attendance Incentive only: A bargaining unit member who misses work for a religious holiday due to a sincerely held religious belief, may request “make-up work hours” from his/her principal to cover up to three such work days in order to remain eligible for the Attendance Incentive. The principal will arrange such make-up work hours teaching summer school, or other work with students outside the regular teacher’s work day.

The Attendance Incentive will be in effect for a trial period and will automatically expire on June 30, 2014.

L. Recognition Award

1. In recognition of all teachers’ efforts to make Lancaster City Schools an Excellent-rated district and the accomplishment of that Excellent rating, a Recognition Award shall be paid to each eligible bargaining unit member within 30 days of ratification and Board approval of this contract.
 - a. Eligible part-time bargaining unit members shall receive a pro-rata amount of the Recognition Award as computed by the Treasurer.
 - b. The Award shall be the same amount for each full-time eligible bargaining unit member as follows: One and one-half percent (1.5%) of the Base Salary for teachers (as set forth in Article XII – Compensation).
2. If the district is awarded an Excellent rating by the Ohio Department of Education in August 2012, then another Recognition Award will be provided in accordance with the parameters of the 2011 Award as set forth above, including that eligible bargaining unit members must have worked the prior school year (2011-12) and return to work for the following school year (2012-13). The 2012 Award would

be paid within 20 days of the public announcement of the excellent rating awarded to the district by the Ohio Department of Education. If obtained, the Award shall be the same amount for each full-time eligible bargaining unit member as follows: One and three quarters percent (1.75%) of the Base Salary for teachers (as set forth in Article XII-Compensation).

ARTICLE XIII – DRUG-FREE WORKPLACE ACT COMPLIANCE

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

ARTICLE XIV – PILOT PROGRAMS

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

ARTICLE XV – DURATION

This negotiated agreement shall be effective from July 1, 2012 and shall continue in full force and effect until June 30, 2015, unless either the Lancaster Board of Education or the Lancaster Education Association in accordance with item one (1) of the Procedures for Conducting Negotiations, serves written notice on the other of its intention to either revise, modify or change this negotiated agreement.

LANCASTER EDUCATION
ASSOCIATION

LANCASTER CITY SCHOOLS
BOARD OF EDUCATION

BY *Dennis M. Cordle*
President/Chief Negotiator

BY *Alvin Egan*
President

DATE 9-20-12

DATE 9-20-12

BY *Verma Shaffer*
Vice-President

BY *Julie F. Taylor*
Treasurer

DATE 9-20-12

DATE 9/20/12

BY *Kathleen D. Gallagher*
Vice-President

BY *Steve Wigton*
Superintendent

DATE 9-20-12

DATE 9-20-12

**Appendix A
Lancaster Education Association
Grievance Report Form**

STEP 1

Grievant: _____ Date _____

Job Site: _____ Administrator: _____

Date of Grievance: _____ Statement of Grievance: _____

Signed: _____
Grievant or Association Representative

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

Date of response: _____ Signed: _____
Administrator

STEP 2 (If response to Step 1 is unsatisfactory)

Date submitted to Superintendent: _____ Signed: _____
Grievant or Association Representative

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

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

Date of response: _____ Signed: _____
Superintendent

STEP 3 (If response to step 2 is unsatisfactory) Grievance may go directly to Step 4.

Date submitted to Board: _____ Signed: _____
Grievant
Signed: _____
President/Grievance Chair

Board Response (attach a copy of response to this form)

Date of response: _____ Signed: _____
Board President

STEP 4 (If response at previous step is unsatisfactory)

Date submitted to Arbitration: _____ Signed: _____
Grievant
Signed: _____
President/Grievance Chair

**LANCASTER CITY SCHOOLS
Lancaster, OH**

REPORT OF ABSENCE

Each employee who is absent must fill out this form and give it to the principal and/or supervisor no later than the last day of the current pay period. In case of extended illness, the completed form must be submitted before the last day of the current pay period to receive a paycheck.

If an employee is incapacitated, a friend or relative may complete this form. This form must be completed by employees regardless of the duration or cause of absence.

Employee's Statement Relative to Cause or Absence From Work

I certify that I was absent from work on the dates indicated below because of the reasons specified:

<u>Date or Period of Absence:</u>	<u>Indicate Reason by Letter</u>	
_____	_____	a. Personal Illness _____ Doctor consulted? _____ Hospitalized for above illness
_____	_____	b. Illness In Immediate family Specify relationship _____
_____	_____	c. Personal Business Day
_____	_____	d. Bereavement - Immediate family Specify relationship _____
		e. Bereavement - Other family member Specify relationship _____
		f. Bereavement - Other than family Specify _____
		g. Vacation
		h. Professional Development
		i. Other: Specify _____

If you were absent more than one time during a given pay period, use the next lines and specify reasons, giving the corresponding letter of the item. Example: Miss A was ill on September 21. The date is placed first line and 'a' is indicated under "reason". On September 29, forenoon only, there was illness in the immediate family. Miss A writes September 29 A.M. on the second line and under "reason" she writes 'b' and gives relationship.

Date _____ Signed: _____

Job Title: _____ Print Name: _____

Assigned Location: _____

LANCASTER CITY SCHOOLS

TEACHER EVALUATION FORM

_____ School Year School _____ Grade or Subject _____ Teacher Name _____

COLUMN HEADINGS

M=Meets expectations
 W=Working toward expectations
 LP=Lacks progress toward expectations

MARKING

A mark(x) may be placed in a sub heading column.

THE MEETS EXPECTATIONS LEVEL

This level indicates performance in a conscientious and competent manner. The teacher is meeting the expectations of a trained professional person. A substantial majority of teachers may be expected to perform at this level.

THE COMMENTS SPACE

Use numeral/letter designation to relate commentary to statements: e.g. Ic, IId. Comments must accompany an evaluation of LP. Comments may be made for M and W as well. Attach additional pages if necessary.

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

Send Original to Personnel

Provide a Copy for Employee and Principal

Dates and Times of Teacher Observations: _____

Date of Evaluation Conference: _____

Evaluator's Comments:

Teacher Comments:

Goals: (as a result of this evaluation)

_____ Evaluator's Signature Date: _____

_____ Teacher's Signature Date: _____

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

Send Original to Personnel

Provide a Copy for Employee and Principal



OPTION II

Lancaster City Schools Teacher Evaluation Form – Teacher

Teacher _____ School _____

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

Type of Contract _____ Expiration Date _____ Number of goals (1, 2, or 3) _____ (attach a maximum of one additional page per goal)

Goal # _____ - Goals are to be formed collaboratively between teacher and principal Date of planning meeting _____

State goal:

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

78

Revisions if any (attach separate sheet if necessary):

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

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

Signature of Teacher

Date

Signature of Evaluator

Date

Send Original to Personnel

Provide a Copy for Employee and Principal

LANCASTER CITY SCHOOLS

Educational Media Services
Teacher Evaluation Form; Educational Media Specialist

Name: _____ School: _____

Grade Level: K-6 ; 7-8 ; 9 ; 10-12 Date: _____ School Year: _____

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

APPRAISAL KEY	
Column A = Self-Appraisal	Column B = Evaluator's Appraisal
S = Satisfactory Performance	
NI = Needs Improvement	
U = Unsatisfactory Performance	
NA = Not Applicable	

I. PERSONAL AND PROFESSIONAL QUALITIES:	<i>Column A</i>	<i>Column B</i>
--	-----------------	-----------------

- | | | |
|--|--|--|
| <ol style="list-style-type: none"> 1. Exhibits professional growth through study, experimentation and participation in work and related activities. 2. Exhibits concern for all students regardless of their cultural, intellectual or academic status. 3. Is able to perform duties. 4. Is well groomed and poised. 5. Works well with immediate administrator. 6. Used discretion and consideration in speaking of his school or colleagues and helps promote friendly intra-school relationships. 7. Follows administrative regulations and board of education policies. | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|--|--|--|

II. ROLE OF THE MEDIA SPECIALIST:	<i>Column A</i>	<i>Column B</i>
--	-----------------	-----------------

- | | | |
|---|---|--|
| <ol style="list-style-type: none"> 1. Operation of the Media Center; <ol style="list-style-type: none"> a. Schedules use of the facility. b. Schedules use of equipment and materials. c. Provides skill instruction and inservice programming in the use of materials and equipment. d. Follows policies and procedures for circulation of media center and district materials. e. Materials are so arranged and catalogues that students and staff can obtain and use the resources at the time and in the manner that enables individual achievement of objectives. f. Selects materials and equipment by giving emphasis to the basic school objectives, the overall school program and individual student needs. g. Conducts evaluation of adequacy and suitability of the facility. h. Maintains inventory control of materials and equipment. i. Encourages and promotes media services, public and private, to students, teachers and parents. | <p>_____</p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|---|---|--|

- | | | |
|---|---|--|
| <p>2. Relationship with building staff;</p> <ul style="list-style-type: none"> a. Schedules activities in the media center. b. Assists in the production of materials for teachers and staff. c. Assists individual teachers in curriculum planning. d. Assists in selection of appropriate materials for resource units and curriculum guides. e. Enlists faculty participation and recommendations in evaluating and selecting materials. <p>3. Relationship with students;</p> <ul style="list-style-type: none"> a. Guides references and research work of small and large groups. b. Implements rules for conduct of students in the media center. c. Assists students in locating and selecting materials. d. Assists students in the operation of audiovisual equipment used in media activities. | <p>_____</p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|---|---|--|

Summary of strengths: _____

Suggestions for improvement: _____

Comment(s) from evaluated individual: _____

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

<i>Signature of evaluator</i>	<i>Date</i>
<i>Signature of evaluated person</i>	<i>Date</i>

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

**LANCASTER CITY SCHOOLS
SPEECH THERAPIST EVALUATION FORM**

Therapist _____ School Year _____

Years of Experience _____ Years of Experience in Present Assignment _____

KEY FOR SELF APPRAISAL S Satisfactory NI Needs improvement U Unsatisfactory NA Not Applicable	COLUMN 1	KEY FOR OBSERVER'S APPRAISAL S Satisfactory NI Needs improvement U Unsatisfactory NO No Opportunity to Observe Performance in This Area.	COLUMN 2
--	-----------------	--	-----------------

	1	2
I. PERSONAL AND PROFESSIONAL QUALITIES		
1. Is continuously growing professionally through study, experimentation, and participation		
a. Advanced University Training		
b. Worksheet/Seminars		
c. Professional Organizations		
d. Professional and Other Reading		
e. Committees		
f. Experimental Classroom Techniques		
2. Has genuine concern for all his students regardless of their cultural, intellectual, or academic status		
a. Works with All Students Regardless of Their Ability		
b. Is Human Relations Oriented:		
AVOIDS: Sarcasm, Mass Punishment, Embarrassment of Students		
DEVELOPS: Rapport with Students and Parents, Awareness of the Feelings of Others, Positive Attitude Toward Students.		
3. Is physically able to perform his/her duties; is not handicapped by absence or illness in excess of allowable sick leave.		
a. Number of Days Absent: _____		
b. Statement of Problem: _____		

4. Dresses appropriately: Is well-groomed and poised		
5. Cooperates with immediate administrator and supervisor		
a. Volunteers Services		
b. Meets Deadlines		
c. Arrives and Leaves School According to Policy		
d. Follows Established Directives		
e. Performs Assigned Duties		
f. Follows Chain of Command		
6. Uses discretion and consideration in speaking of his school or colleagues and helps promote friendly intra-school relationships		
a. Avoids Gossiping about Colleagues		
b. Avoids Gossiping About Students and Parents		
c. Willingness to Share Ideas and Information		
d. Encourages Colleagues Experimenting with New Teaching Techniques		
e. Avoids Disclosure of Confidential Information		

II. SPEECH THERAPIST PERFORMANCE

Scale, 1-5: 5 = Outstanding; 1 = Ineffective: NO = No Opportunity to Observe

1. Planning

- a. Written Plans Contain a Goal, Technique/Material and Evaluation
- b. Activities and Materials Reflect Preplanning
- c. Individual Differentiation is Provided for Group Sessions
- d. Goal for the Session is Consistent with IEP Goals and Objectives
- e. Homework Assignments are Provided which are Appropriate Level of Difficulty for the Student

2. Therapy

- a. Verbal Directions are Clear, Concise and Stated at the Level of the Student's Age or Ability
- b. Speech Pathologist vs Student Talking is Kept to a Minimum
- c. Irrelevant Talking is Kept to a Minimum
- d. Materials and Activities are Appropriate and Motivating
- e. Materials and Activities Facilitate the Goal of the Session
- f. Therapy Task is Appropriate for the Student's Level of Progress (mastery vs instructional)
- g. Tasks Follow a Sequence including Introduction, Training and Review
- h. Changes are Made with the Task, Technique, Activity or Material Based upon the Student's Response
- i. Correct and Incorrect Productions are Recognized
- j. A variety of Prompts/Cues are Utilized
- k. Prompts/Cues are Effective to Obtain the Desired Response
- l. Reinforcement/Feedback is Provided
- m. Reinforcement/Feedback Schedule is Appropriate for the Level of Progress of the Student

3. Organization and Management

- a. Therapy Sessions Begin and End on Time
- b. There is Evidence of Efforts to Seek Out Tardy or Absent Students
- c. Student Behavior is Handled Effectively
- d. Student Records Contain All the Necessary Documentation
- e. records are: Organized, Neat, Complete in Content

4. Personal

- a. Demonstrates an Impartial Attitude With All Students
- b. Displays a Positive Manner/Sense of Humor
- c. Has Appropriate Voice Quality, Pitch, Intonation and English Usage
- d. Accepts and Makes Use of Suggestions
- e. Displays Professionalism: (Attitude, Confidentiality, Punctuality, Dress)

SUMMARY OF THERAPIST EVALUATION

Summary of Strengths:

Suggestions for Improvement:

Therapist Comment:

The purpose of this appraisal is to stimulate professional growth.

Signature of Appraiser _____ Date Submitted _____

Signature of Therapist _____ Date _____

The therapist's signature does not necessarily indicate agreement with the contents of this appraisal form or with the appraiser's suggestions, but only that ALL phases of the appraisal have been conducted with the FULL KNOWLEDGE OF THE THERAPIST.

LANCASTER CITY SCHOOLS
Athletic Department

COACHING OBSERVATION

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

DATA:

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

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

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

(continued on reverse side)

18. What occurred in practices?

	<u>Time</u>	<u>Drill</u>	<u>Minutes Spent</u>	<u>Strengths</u>	<u>Weaknesses</u>
1.					
2.					
3.					
4.					
5.					
6.					
7.					

STRENGTHS:

SUGGESTIONS FOR IMPROVEMENT:

COACH'S COMMENTS:

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

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Page 2 of 2
Revised 2/7/01

**Lancaster City Schools
Certificated Staff Intent Form**

NAME _____ DATE _____

CURRENT ASSIGNMENT _____ SITE _____

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

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

- _____ **A.** I prefer to stay in my same job assignment next year.
- _____ **B.** I plan to leave the system at the end of this school year for the following reason:
 - _____ I plan to retire effective: _____
 - _____ I plan to request a leave of absence effective: _____
 - _____ I plan to resign effective: _____
- _____ **C.** I request a change in assignment and/or building as follows:
 1. _____
 2. _____
 3. _____

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

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

1. _____
2. _____
3. _____

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

- _____ I plan to return and would prefer the following: (list three)
 1. _____
 2. _____
 3. _____
- _____ I do not plan to return

Intent Form for Summer Vacancies

If you are interested in being informed of new vacancies during the summer leave, check below the ones of which you wish to be informed.

- _____ newly created position in my field
 - _____ vacancies as noted in section C. above
 - _____ central office administration
 - _____ building administration
 - _____ supervisory vacancies
 - _____ teacher-coordinator vacancies
 - _____ supplemental contract vacancies in _____
- | | |
|-----------------|------------------|
| _____ secondary | _____ elementary |
| _____ secondary | _____ elementary |
| _____ secondary | _____ elementary |

Those completing this section must provide summer addresses to the Human Resource Services office if different from the address currently on file.

Return this form to the Human Resource Services office by February 28.

Appendix E

LANCASTER CITY SCHOOLS		
BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Physician Office Visit	\$15 co-pay (all inclusive)	\$25 co-pay; deductible and 30%
Urgent Care Visit	\$25 co-pay (all inclusive)	\$35 co-pay; deductible and 30%
Preventive Care		
Child Preventative Care	\$15 co-pay; \$1000 maximum to age 1; \$1000 annual maximum thereafter to age 9	\$25 co-pay; deductible and 30%; \$500 maximum to age 1; \$150 annual maximum thereafter to age 9
Mammogram	\$15 co-pay	\$25 co-pay; deductible and 30%; \$85 maximum benefit
Routine Pap Smear – Lab Work	100%	Deductible and 30%
Routine Preventive Office Visit	\$15 co-pay	\$25 co-pay; deductible and 30%
Other Preventive Care – including Lab	100%; annual maximum \$1000	Deductible and 30%; \$200 annual maximum
Other Covered Services	Deductible and 10%	Deductible and 30%
Outpatient Mental Health and Substance Abuse & Chemical Dependency	\$15 co-pay; 31 visits per calendar year	Deductible and 30% (not subject to out-of-pocket limit); 31 visits per calendar year
Inpatient Mental Health and Substance Abuse & Chemical Dependency	Deductible and 10%; 31 days per calendar year	Deductible and 30% (not subject to out-of-pocket limit); 31 days per calendar year
Hospital Emergency Room	\$100 co-pay; waived if admitted within 48 hours	\$100 co-pay; waived if admitted within 48 hours
Deductible Per Individual-Calendar Yr	\$100 (does not apply to non-network)	\$200 (does apply to in-network)
Deductible Per Family-Calendar Yr	\$200 (does not apply to non-network)	\$400 (does apply to in-network)
Out-of-Pocket Limit (excluding deductibles & co-pays)		
Per Individual	\$400 (does not apply to non-network)	\$1000 (does apply to in-network)
Per Family	\$1000 (does not apply to non-network)	\$2000 (does apply to in-network)
Other Benefits Limits		
Skilled Nursing Maximum per Calendar Year	Deductible and 10%; 31 days max.	Deductible and 30%; 31 days max.
Home Health Care	Deductible and 10%	Deductible and 30%
Hospice Care	Deductible and 10%	Deductible and 10%
Neuromuscular Skeletal Adj.	Deductible and 10%; \$1000 annual maximum	Deductible and 30%; \$350 annual maximum
Outpatient Physical Therapy and Occupational Therapy	Deductible and 10%; 15 visits; additional visits must have prior authorization	Deductible and 30%; 15 visits; additional visits must have prior authorization
Speech Therapy	Deductible and 10%; services will not be duplicated	Deductible and 30%; services will not be duplicated

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Emergency Ambulance Service -- Air & Ground	Deductible and 10% (prior authorization for non-emergency)	Deductible and 10% (prior authorization for non-emergency)
Private Duty Nursing per Calendar Year	Deductible and 10%; \$5,000 annual maximum	Deductible and 30%; \$5,000 annual maximum
TMJ Syndrome Maximum Benefits per Calendar Year	Deductible and 10%; \$1000 max.	Deductible and 30%; \$1000 max.
Infertility Services	Not Covered	Not Covered
Lifetime Human Organ Transplant Maximum	\$1 million	\$1 million
Plan Maximum Lifetime Benefit	\$3million	\$3 million
Prescription Drug Card Program	\$10 co-pay generic \$25 co-pay formulary \$50 co-pay brand name \$100 Injectibles Annual Max \$1200 Up to 30 day supply	Same as In-network
Mail-Order Drug Program	\$20 co-pay generic \$50 co-pay formulary \$100 co-pay brand name Up to 90 Day Supply	Same as In-Network



**Lancaster City Schools
PRO-GROWTH**

Application for Approval of Tuition Reimbursement Funds

For Office Use Only	
PO#	_____
ACCT#001 2213 231 0002 036 018	
Date Received from Participant:	_____
Date Notified Participant:	_____
Date Paid Participant:	_____

Name _____ Building/Dept. _____
 SS# _____ University/College _____

Term	Course #	Short Description of Course & Title	# of Hrs/CEU Units?	Grad or Under-Grad?	Qtr? Sem? CEU?	Month Crse Start: Ends:	Actual Cost of Course	Central Office Use Only – Amount Due

I understand that in order for me to qualify for reimbursement I must submit a transcript (if I am eligible for a salary increase) or a grade slip. I understand that coursework substitutions must have the prior approval of the L.P.D.C. I also understand that I must submit all the above within the **deadline listed below or risk forfeiture of reimbursement**. It is understood that I may ask for an extension, in writing.

DEADLINES: FALL Qtr/Sem 2/28 WINTER Qtr/Sem 5/31 SPRING Qtr/Sem 7/31 SUMMER Qtr/Sem 10/31

Local Professional Development Committee

Your coursework has been: **APPROVED**
 DISAPPROVED (If disapproved, reason is attached)

 Chairperson – Local Professional Development Committee or Superintendent

CERTIFICATE OF COMPLETION AND APPROVAL FOR REIMBURSEMENT

This certifies that the above employee has completed approved coursework. A (transcript/grade slip) has been submitted as proof of completion. The above employee (is/is not) eligible for a salary increase due to increased training. (Not exceed \$1700-Grad \$825-Under)

Amount due \$ _____ Previous Payment \$ _____ Total year-to-date \$ _____

TREASURER'S CERTIFICATE

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

Treasurer: _____ Dated: _____

TO APPLY: Submit this entire form to the ASSISTANT SUPERINTENDENT/HUMAN RESOURCE office for LPDC approval.
FOR REIMBURSEMENT: Submit your **completed** grade slip or transcript for the approved class(es) to the same location.

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