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NEGOTIATIONS

Between

THE LUCAS LOCAL BOARD OF EDUCATION

and

THE LUCAS TEACHERS ASSOCIATION

Effective July 1, 2013 through June 30, 2017

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ARTICLE 1 - RECOGNITION

A. Recognition Statement

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

B. Bargaining Unit Defined

As used in this Agreement, the term "Teacher(s)" is defined as, and the bargaining unit covered by this Agreement is defined as: all certificated personnel, including those on approved leaves of absence. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Principals, Assistant Principals, Athletic Director, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code (ORC), any other administrators employed pursuant to Section 3319.02 ORC, substitutes working less than sixty (60) days in the same assignment and all tutors working less than twenty-five (25) hours per week.

Any challenge to the representative status of the LTA shall only be according to the rules and regulations of the State Employment Relations Board (SERB) and Chapter 4117 ORC.

This recognition shall continue in effect for the duration of the contract.

C. Management Rights

The LTA agrees that the Board has the right and responsibility to direct, supervise, and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process or means of personnel by which school operations are to be conducted; suspend, discipline, demote, discharge, layoff, transfer or assign, schedule, promote or retain employees; determine the adequacy of the work force and to layoff employees for lack of work or lack of funds except that such rights shall be limited by the terms and conditions of this Agreement.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

A. Scope of Negotiations

The obligation to bargain collectively means to negotiate at reasonable times and to execute a written contract incorporating the terms of any agreement reached.

The obligation to bargain collectively does not require the Board or the LTA to agree to a proposal nor does it require the making of a concession.

These matters which are negotiable are wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

B. Requests for Negotiations and Meetings

Either the Board or the LTA may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the LTA President, on behalf of the LTA, not more than one hundred twenty (120) days, unless agreed upon by both parties, nor less than sixty (60) days

prior to the expiration of this Agreement. The party initiating negotiations will notify SERB with a copy of the existing agreement, copying the other party with such communication. The first negotiations meeting will be held within thirty (30) days of the date on which the notice to negotiate was filed by either party, unless the parties mutually agree otherwise.

1. The parties agree to provide necessary information and supportive data relative to their proposals. If a proposal is unacceptable to one of the parties, that party should give reasons and, if feasible, offer counterproposals.
2. Interim reports of progress may be made to the members of the LTA by its representatives and to the Board by its representatives.
3. While discussions are in progress, any release prepared for news media will be approved by both negotiating teams. If discussions are temporarily interrupted before an understanding is obtained, the parties agree to keep the considerations confidential until the discussions are completed. However, either party may release information to the news media once impasse is declared.
4. During the meetings, either negotiating team may recess for independent caucus or conference as necessary.
5. Minutes of the negotiations meetings will not be taped by either or both parties involved.
6. Meetings shall start promptly, but no later than fifteen minutes after the predetermined starting time and shall last no longer than two (2) hours, unless otherwise mutually agreed.
7. At the first negotiations meeting complete proposals shall be exchanged.
8. Every effort will be made to conclude negotiations within thirty (30) days prior to the expiration date of this Agreement. If negotiations have not been concluded by that time, either party may declare impasse.

C. Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the LTA to negotiate. The number of representatives on each team will be a maximum of five (5) people. Each team can bring in a consultant. No final agreement shall be executed without ratification by the LTA and the Board. It is assumed that both parties have been given the privilege of making proposals, considering proposals, and offering counterproposals in the course of negotiations.

D. Responsibilities During Negotiations

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

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

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

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

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

E. Agreement

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the members of the LTA and Board for formal approval.

F. Disagreement/Impasse (Dispute Resolution)

Either party shall have the authority to declare negotiations to be at an impasse. When an impasse is declared, the services of the Federal Mediation and Conciliation Service shall be utilized. If an impasse is declared, it is with the understanding that all issues not previously agreed to shall be submitted to the mediator.

The negotiation procedures set forth in this article supersede and take precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as noted above, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of the contract, Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definitions

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the Agreement between the LTA and the Board of Education.

A grievant is a teacher, group of teachers or the LTA, alleging a violation, misinterpretation, or misapplication of the Negotiated Agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each teacher of said group.

A day shall be defined as a school calendar day for which teachers are compensated excluding calamity days.

If the grievant does not file a grievance within twenty (20) days of knowledge of the occurrence, then the grievance shall be considered waived. "Knowledge of the occurrence" shall be defined as when the event reasonably should have been known by the grievant.

Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.

At each level, either party may have representation of his/her choice.

Representative for the bargaining unit member shall mean a member or designee of the LTA.

B. Procedure

1. INFORMAL PROCEDURE

Any grievance shall be discussed with the grievant's immediate supervisor before it is filed in writing in order to seek a mutually agreeable, equitable solution to the grievance. The grievant will indicate that the discussion will pertain to a possible grievance.

2. FORMAL PROCEDURE

a. STEP I

If the grievance is not resolved by the informal procedure provided above, the grievant and/or LTA may pursue the grievance by filing a formal grievance form (Appendix A) with a written explanation of the grievance, citing the specific relief sought, with his or her immediate supervisor. The form shall be filed within twenty (20) days after the grievant's immediate supervisor fails to resolve the grievance through the informal procedure or the grievance shall be considered waived. Within five (5) days of receipt of the grievance form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance and return a copy to the grievant, the Superintendent, and the LTA President within five (5) days after such meeting.

b. STEP II

If the grievant and/or LTA are not satisfied with the written disposition at Level I, the grievant may appeal the grievance and request a meeting with the Superintendent/designee within five (5) days after receipt of the Level I written disposition by submitting the grievance report form, or the grievance shall be considered waived. A meeting will be held within ten (10) days of the Superintendent/designee's receipt of the appeal from Step I.

The Superintendent/designee shall write a disposition of the grievance within five (5) days of such meeting and return a copy to the grievant, immediate supervisor, LTA President, and President of the Board.

c. STEP III

If the grievant and/or LTA is not satisfied with the Superintendent/designee's decision, he/she may appeal to the full Board. The written notice of appeal shall be filed with the Treasurer of the Board not later than five (5) days after the receipt of the Superintendent's decision, or the grievance shall be considered waived. Included in the appeal will be a description of the grievance citing the specific section of the contract that has been violated and the relief sought. Providing the appeal has been timely filed, the Board will meet with the grievant in executive session unless required otherwise by law at the next scheduled Board meeting. After considering the grievance, the Board will issue a decision to the grievant, the Superintendent, LTA President, and the immediate supervisor involved. The Board's decision shall be final.

ARTICLE 4 - LTA AND TEACHER RIGHTS

A. Rights Defined

The LTA shall have exclusive rights to the following:

1. The use of a designated bulletin board in each teachers lounge and/or workroom. All materials posted shall conform to standards of good taste and adhere to the educational environment of the school building.
2. The LTA will have their announcements read, if requested, at the end of each faculty meeting. The LTA announcement(s) shall not extend the meeting time.
3. LTA announcements will be read over the P.A. system, when requested. The announcements will conform to acceptable district standards.
4. To distribute LTA material to bargaining unit members in their school mailbox. All material shall be of an LTA and non-partisan basis.
5. The Board will make available to the LTA agendas and Board meeting minutes.
6. The LTA will be able to use school buildings, facilities, and equipment to hold meetings.
7. Exclusive payroll deductions of United Education Professions (UEP) dues.
8. LTA representative(s) may consult with teachers during school hours. The representative(s) must report to the main office of the building and will not interfere with the instructional program.
9. The LTA President will receive a copy of Board policy and any revisions. In addition, each school year, a copy of Board policy and any revisions will be provided in every teachers' lounge and school library. The Board is not responsible for replacing any copies that are lost, stolen or otherwise misplaced in a given year.

B. Reduction in Force

When the Board determines that it is necessary to reduce the number of teachers for reasons enumerated in ORC 3319.17 or identified financial reasons, the following procedures shall apply:

1. Attrition

To the extent possible, the number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who retire or resign or whose limited contracts are not renewed through the evaluation instrument.

2. Reduction Other than by Attrition

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts through the evaluation instrument, reductions will be achieved by suspending contract(s).

3. Order of Reduction

a. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

b. Limited contract teachers shall be reduced first utilizing the following order:

- (1) Certification/Licensure within the affected teaching field.
 - (2) Comparable evaluations as defined in this Agreement.
 - (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
- c. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
- (1) Certification/Licensure within the affected teaching field.
 - (2) Comparable evaluations as defined in this Agreement.
 - (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
- d. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.
- e. RIF Lists: At least fifteen (15) days before the Board meeting at which the action is to be taken and after each teacher affected is informed by the Board, the list of teachers whose contracts are to be recommended for suspension will be provided to the LTA President.
- f. Those teachers whose positions are reduced shall be placed on a Reduction in Force list.

4. Comparable Evaluations

- a. During the 2013-2014 and 2014-2015 school year, all members of the bargaining unit shall be considered comparable to one another for the purpose of reduction in force.
- b. Effective with the 2015-2016 school year, comparable evaluations shall be defined as follows:
 - (1) All teachers who receive a rating of Accomplished shall be comparable to other Accomplished teachers.
 - (2) All teachers who receive a rating of Skilled or Developing shall be comparable to other Skilled or Developing teachers.
 - (3) All teachers who receive a rating of Ineffective shall be comparable to other Ineffective teachers.

If the legislature adds another evaluation level, it will be incorporated at the beginning of the school year following legislation's effective date.

5. Seniority

- a. All teachers shall be placed on the seniority lists in each of the teaching fields in which the teacher is certified.

Teachers holding certification in an area but having no teaching experience in that area shall be able to provide recent professional development activities, i.e., college classes or CEU's in order to be placed on the seniority list within that area of certification.

Seniority shall be determined by the length of continuous service in the Lucas Schools. Among those with the same length of continuous service, seniority shall be determined by:

- (i) The date of the Board meeting in which the teacher was hired; and then by
- (ii) The date the teacher signed a limited contract upon initial employment with the Lucas Board; and then by
- (iii) The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Lucas Board of Education, if the date is available.

Length of continuous service shall not be interrupted by authorized leaves of absence. Seniority shall accrue during all paid leaves of absence.

- b. Seniority Lists: The LTA President shall receive, in writing, a list of all teachers, by seniority, in each category of certification by the first day of March preceding a proposed reduction.

6. Recall

- a. A teacher whose name appears on the Reduction in Force list shall be returned to active employment when a vacancy becomes available for which he or she is certified.
- b. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies for which they are certified in the order of seniority based on comparable evaluations at the time of their suspension.
- c. No new teachers will be employed by the Board while there are teachers on the Reduction in Force list who are certified for any vacancy in a teaching position.
- d. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

- e. If a teacher fails to accept full-time active employment status in writing within fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays, from the date said notification was delivered or not claimed, said teacher shall be considered to have declined said offer and shall be removed from the Reduction in Force list.
- f. A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of layoff. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
- g. A teacher's name shall remain on the reduction in force list for a period of one (1) school year following the date he/she is first placed on the list, with an option for an additional twelve (12) months if a letter of intent is filed before the end of the first year, unless removed earlier for reasons set forth in this article.

C. Transfer, Vacancy and Seniority

- 1. While assignment, transfer and the filling of all teaching positions is the responsibility of the Superintendent and Board, a transfer may be requested by a staff member. However, a request for transfer does not guarantee that such a transfer will be made.
- 2. Teachers should discuss transfers or their intention to request transfers first with the building principal or appropriate supervisor.

VACANCY

A vacancy shall be defined as any position in the bargaining unit that the Board intends to fill and that occurs as a result of:

- 1. A teacher's leaving employment as a result of a termination, resignation, leave of absence of more than one year, disability, or death.
- 2. A teacher's non-renewal.
- 3. A teacher's transfer to another position in the school district.
- 4. The creation of a new bargaining unit position.

It is expressly understood by both parties that the Superintendent and Board, as a management function, must retain the prerogative of determining staffing needs and with the decision to fill positions which may occur due to any of the above reasons.

NOTICE OF VACANCY

1. During the school year, any open or vacant position will be posted for five (5) days except during vacation periods on a bulletin board in the teachers' lounge. It shall be the responsibility of the individual to be aware of postings.
2. A teacher who has completed and returned a written request for transfer to the Superintendent, within the time limits specified, shall be offered an interview for open or vacant positions for which they are interested and hold proper certification, prior to any interviews or consideration of outside applicants.
3. When all other qualifications, as established by the Superintendent and Board are equal, the teacher's seniority shall be considered in determining the assignment. Seniority is defined as the length of continuous service with the district in a bargaining unit position.
4. During vacation periods, teachers wishing to be informed of open or vacant positions for which they are certified must complete and submit to the Superintendent a request to be informed of such positions. During such vacation periods, a bid sheet of vacant positions shall be included in the paycheck of such interested teachers.
5. If a teacher does not receive a requested transfer, he/she may file a written request to meet with the Superintendent to discuss the request and the reasons the request was not honored.

INVOLUNTARY TRANSFER

1. An involuntary transfer shall mean a change in a teacher's assignment without the teacher's consent. The teacher may request, in writing, a meeting with the Superintendent and/or his designee to discuss the reasons for the transfer. No teacher shall be transferred to a position for which he/she does not hold certification.
2. Except in unusual circumstances, written notice of the transfer shall be given at least ten (10) days prior to the transfer.

D. Teacher Evaluation

Ohio Teacher Evaluation System ("OTES") Procedure

1. Definition of "Teacher"

This provision applies to district employees who meet one of the following categories:

- a. A teacher working under a license issued under Ohio Revised Code ("O.R.C.") Sections 3319.22, 3319.26, 3319.222, or 3319.226 who spends at least 50% of their time providing content related student instruction; or
- b. A teacher working under a permanent certificate issued under O.R.C. Section 3319.222 as existed prior to September 2003 who spends at least 50% of their time providing content-related student instruction; or
- c. A teacher working under a permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September 2006 who spends at least 50% of their time providing content-related student instruction; or

- d. A teacher working under a permit issued under O.R.C. Section 3319.301 who spends at least 50% of their time providing content-related student instruction.

2. Assigning an Effective Rating

- a. Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled", "Developing", or "Ineffective." An effectiveness rating is based on the following two categories:
 - (i) Teacher Performance; and
 - (ii) Student Growth Measures
- b. Percentages for teacher performance and multiple measures of student growth for evaluation purposes shall be those mandated by state law.
- c. Teacher Performance and Student Growth Measures ratings are combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as Exhibit A and incorporated herein.

The Board annually submits to the Ohio Department of Education ("ODE") the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

3. Calculating Teacher Performance

- a. Teacher performance is evaluated during the two cycles of formal observation and periodic classroom walkthroughs. The percentage of effectiveness rating shall be those mandated by state law and will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:
 - (i) Understanding student learning and development and respecting the diversity of the students they teach;
 - (ii) Understanding the content area for which they have instructional responsibility;
 - (iii) Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
 - (iv) Planning and delivering effective instruction that advances individual student learning;
 - (v) Creating learning environments that promote high levels of learning and student achievement;
 - (vi) Collaborating and communicating with students, parents, other educators, district administrators, and the community to support student learning; and
 - (vii) Assuming responsibility for professional growth, performance and involvement.

- b. The District's evaluation tool for teacher evaluation will follow ODE's model evaluation tool, the OTES including the scoring rubric as provided through OTES.

4. Calculating Student Growth Measures

- a. For the purposes of the OTES, student growth means the change in student achievement for an individual student between two (2) or more points in time. This component of the evaluation includes some combinations of the following:

- (i) Teacher-Level Value-Added Data. "Value-Added" refers to the value-added methodology provided by the ODE. Where value-added data for grades 4-8 for English/language arts and mathematics exist (via Ohio Achievement Assessment [OAA]), value-added data must be one of the multiple measures used in calculating student growth;
- (ii) ODE Approved List of Assessments. ODE approved a list of assessments that can be utilized as one of the multiple measures of student growth. Assessments utilized must be included when calculating the percentage attributed to student growth measures. The percentage rate shall be the percentage rate mandated by state law.
- (iii) Board-Determined Measures. For courses of instruction in which neither teacher-level value-added data nor ODE approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives ("SLOs") to measure student growth in the courses of instruction.

- b. The percentage of teacher value added, approved vendor assessments, LEA measures, will reflect no less than what is required by law. The student growth measure portion of the evaluation shall be the percentage mandated by state law.

- c. The district will use the following categories:

A1* -

Teaching schedule reflects 100% Value Added subjects.

A2 -

The portion of the teacher evaluation that comes from Value-Added data will consist of the same percentage of the Value-Added classes taught by the teacher, or the minimum percentage required by Ohio Law. SLOs will be reflective of teaching assignment or district/building initiatives as determined collaboratively by the teacher and administration.

B -

15% vendor assessment.

35% SLOs will be reflective of teaching assignment or district/building initiatives as determined collaboratively by the teacher and administration.

C -

SLOs will be reflective of teaching assignment or district/building initiatives as determined collaboratively by the teacher and administration.

- d. The district will follow the Business Rules for Student Growth Measures as provided, and updated by the ODE. (Appendix A.)

5. Schedule of Observations

- a. A minimum of two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations.
- b. No observations shall be done on a day immediately preceding or immediately following a holiday break, unless mutually agreed upon.
- c. For those teachers who are on limited or extended limited contracts pursuant to O.R.C. Section 3319.11 and are being considered for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.
- d. The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy annually.
- e. The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy via two (2) cycles of formal observations and periodic classroom walkthroughs.

6. Observation Conference

- a. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.
- b. A post-observation conference shall be held within ten (10) workdays after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
- c. A teacher may request a formal observation at any time in addition to those required by this procedure.

7. Walkthroughs

- a. A walkthrough is a formative written assessment piece that focuses on one of the following components:
 - (i) Evidence of planning;
 - (ii) Lesson delivery;
 - (iii) Differentiation;
 - (iv) Resources;
 - (v) Classroom environment;

(vi) Student engagement; and,

(vii) Assessment.

- b. Written notification shall be given prior to each walkthrough to identify the focus of the walkthrough.
- c. The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.
- d. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, within two (2) days of the walkthrough. A debriefing meeting shall be scheduled if requested by the teacher.
- e. No more than two (2) walkthroughs shall be included in each evaluation cycle.
- f. A walkthrough form shall be developed by the Evaluation Committee and included in the contract to ensure all aspects of the teacher performance are evidence based.

8. Credentialed Evaluators

Each teacher evaluation conducted under this provision shall be conducted by a person who holds a credential established by the ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. The Board will adopt a list of approved credentialed evaluators. To the extent possible, the evaluation will be conducted by Lucas employee credentialed evaluators.

9. Professional Growth and Improvement Plan

Teachers who meet above-expected based on the Evaluation Matrix. Teachers who meet above-expected levels of student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board approved list.

The components of the Professional Growth Plan will include evidence of the teacher and the evaluator working together to develop a Professional Growth Plan that includes a teacher performance goal and a student achievement outcome that are supported by indicators of evidence.

Teachers who meet expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board approved list. The Teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. (Appendix B)

The components of the Professional Growth Plan will include evidence of the teacher and the evaluator working together to develop a Professional Growth Plan that includes a teacher performance goal and student achievement outcome that are supported by indicators of evidence. (Appendix B)

Teachers who meet below-expected levels of student growth must develop an improvement plan with the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle for the Board approved list.

The components of the Improvement Plan will include an improvement statement relating to the Ohio Standards for the Teaching Profession, specific measurable goals to improve performance, a description of the plan of action for improvement including professional development, and support desired. [Appendix C ?]

10. Testing for Teachers in Core Subject Areas

Teachers who teach in a "core subject area" are required to register for and take all written examination of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two (2) of the three (3) most recent school years. "Core subject area" means reading and English/language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

11. Removal of Poorly-Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, through either non-renewal or termination, after consideration of the following:

- a. The building Principal shall identify "poorly performing teachers" as those who have been rated as "Ineffective" on their two (2) most recent consecutive summative evaluation ratings; or those rated "Ineffective" on two (2) out of their last three (3) most recent evaluation ratings.
- b. The building Principal shall recommend the dismissal of "poorly" performing teacher" to the Superintendent of Schools.

12. Professional Development

The Lucas Local School District Board of Education is committed to providing appropriate resources to improve teacher effectiveness through the completion of teacher professional growth and/or improvement plan. Resources will be allocated from grant and/or general funds.

The District will cover expense of workshops tied directly to the individual improvement plan.

The employee must receive approval from the principal/designee prior to attending the professional development for their improvement plan.

13. Evaluation Committee

- a. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.
- b. Committee Composition
 - (i) The committee shall be comprised of two (2) Association members appointed by the Association president and two (2) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

- (ii) Committee members shall serve staggered terms of not more than two (2) years; no Association member shall serve consecutive terms.

c. Committee Operation

- (i) The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- (ii) Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- (iii) The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- (iv) One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.
- (v) Committee agendas will be developed jointly by the co-chairpersons of the committee.
- (vi) At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.
- (vii) Members of the committee will receive release time for committee work and training.
- (viii) Minutes of meetings will be distributed to committee members, Association President, and District Superintendent within seven (7) days following meetings of the committee.
- (ix) The committee may establish sub-committees to assist with their work.
- (x) Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
- (xi) The committee may use consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate.

(4) Committee Authority

- (i) The committee is responsible for jointly developing, reviewing and recommending the procedure and process, including the evaluation instrument, for teacher evaluation.
- (ii) The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

- (iii) In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

2. The following evaluation procedure will be used for teachers who are not required to be evaluated pursuant to OTES.

a. Philosophy

The Lucas Local Schools has the responsibility to create a climate for all certified/licensed staff members and administrators in which they can maximize the performance of their duties and in which they best can meet their responsibilities to the children of the Lucas Local Schools. The school system uses its evaluation procedures to facilitate this goal.

The insight and growth of each staff member resulting from participation in the evaluation process are more significant than the process itself. Evaluation should be continuous and should be a constructive cooperative enterprise between the staff member and the evaluator.

The evaluative process is tailored to the individual's needs. It is understood that the teacher shall bear the primary responsibility for their own professional improvement, and in implementing goals and suggestions provided by the evaluator.

Evaluation in the Lucas Local Schools is constructed to promote improved performance, professional growth, and professional integrity. It is the intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation addressed in O.R.C. §3319.11 and O.R.C. §3319.111.

The teacher evaluation forms are contained in Appendices B and C of this negotiated agreement.

b. Objectives of Performance Evaluation

- (i) To facilitate and improve communication and understanding between the administration and the teaching staff.
- (ii) To improve instructional performance and provide a means for professional growth through the establishment of long and/or short range goals.
- (iii) To stimulate, through accountability, a search for a better understanding of the scope of one's duties and responsibilities.
- (iv) To provide an opportunity for each staff member to periodically assess his/her performance.
- (v) To provide assistance which the staff member may need for self-improvement and growth.
- (vi) To provide documentation in questions of dismissal. In the event the teacher performance is questionable, the teacher will be subject to an

evaluation with goals and objectives set forth by the principal or the Superintendent.

c. Criteria

The observation/evaluation instrument shall be as provided to the staff at the beginning of each school year.

d. Who Will Be Evaluated

Teacher evaluation in the Lucas Local School District is classified into the following categories:

(1) Category I.

(a) Teachers included in this category are: teachers in their first year of employment; teachers eligible for contract renewal; and teachers eligible for a continuing contract.

(b) Minimum of two formal observations

The first formal observation (Appendix B) will be preceded by an advanced notice of at least three (3) school days notice of intent to observe prior to said observation. The second formal observation will be made at the discretion of the evaluator. Each formal observation shall be for the duration of a minimum of 30 consecutive minutes. If the class period is shorter, the observation shall last for the class period. One additional observation (formal or informal) may be made at the discretion of the evaluator. However, a teacher may request one additional formal observation.

(c) The formal observations and the teacher's ability to perform his/her duties based on the Code of Professional Conduct shall be incorporated into the final evaluation report (Appendix C) by May 10. A conference shall be held with the teacher to review the final evaluation report.

2) Category II.

(a) Teachers included in this category are teachers on a limited contract and not eligible for a continuing contract.

(b) Minimum of one formal observation

Formal observation (Appendix B) shall be for the duration of a minimum of 30 consecutive minutes. If the class period is shorter, the observation shall last for the class period and an additional observation (formal or informal) may be made at the discretion of the evaluator. However, a teacher may request one additional formal observation.

(c) The formal observations and the teacher's ability to perform his/her duties based on the Code of Professional Conduct shall be incorporated into the final evaluation report (Appendix C) by

May 10. A conference shall be held with the teacher to review the final evaluation report.

(3). Category III.

- (a) Teachers included in this category are teachers on continuing contracts.
- (b) Minimum of one formal observation (Appendix B) every third year shall be for the duration of a minimum of 30 consecutive minutes. If the class period is shorter, the observation shall last for the class period, and an additional observation (formal or informal) may be made at the discretion of the evaluator. However, a teacher may request one additional formal observation.
- (c) The formal observations and the teacher's ability to perform his/her duties based on the Code of Professional Conduct shall be incorporated into the final evaluation report (Appendix C) by May 10. A conference shall be held with the teacher to review the final evaluation report.

e. Evaluation Sequence

	ACTION	DATE
(1)	Orientation given to those scheduled for evaluation	by October 1
(2)	All Evaluations will be completed	by May 1
(3)	Written results of evaluation	by May 10
(4)	Notification to a teacher who will be recommended for non-renewal	by June 1
(5)	Board of Education action on contract status and notice to teacher	by June 1

Teacher Evaluation

1. PHILOSOPHY

The Lucas Local Schools has the responsibility to create a climate for all certified/licensed staff members and administrators in which they can maximize the performance of their duties and in which they best can meet their responsibilities to the children of the Lucas Local Schools. The school system uses its evaluation procedures to facilitate this goal.

The insight and growth of each staff member resulting from participation in the evaluation process are more significant than the process itself. Evaluation should be continuous

and should be a constructive cooperative enterprise between the staff member and the evaluator.

The evaluative process is tailored to the individual's needs. It is understood that the teacher shall bear the primary responsibility for their own professional improvement, and in implementing goals and suggestions provided by the evaluator.

Evaluation in the Lucas Local Schools is constructed to promote improved performance, professional growth, and professional integrity. It is the intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation addressed in O.R.C. §3319.11 and O.R.C. §3319.111.

The teacher evaluation forms are contained in Appendices B and C of this negotiated agreement.

2. OBJECTIVES OF PERFORMANCE EVALUATION

- a. To facilitate and improve communication and understanding between the administration and the teaching staff.
- b. To improve instructional performance and provide a means for professional growth through the establishment of long and/or short range goals.
- c. To stimulate, through accountability, a search for a better understanding of the scope of one's duties and responsibilities.
- d. To provide an opportunity for each staff member to periodically assess his/her performance.
- e. To provide assistance which the staff member may need for self-improvement and growth.
- f. To provide documentation in questions of dismissal. In the event the teacher performance is questionable, the teacher will be subject to an evaluation with goals and objectives set forth by the principal or the Superintendent.

3. CRITERIA

The observation/evaluation instrument shall be based upon the current Praxis III rubric as provided to the staff at the beginning of each school year.

4. WHO WILL BE EVALUATED

Teacher evaluation in the Lucas Local School District is classified into the following categories:

- a. Category I.
 - (i) Teachers included in this category are: teachers in their first year of employment; teachers eligible for contract renewal; and teachers eligible for a continuing contract.
 - (ii) Minimum of two formal observations

The first formal observation (Appendix B) will be preceded by an advanced notice of at least three school days notice of intent to observe

prior to said observation. The second formal observation will be made at the discretion of the evaluator. Each formal observation shall be for the duration of a minimum of 30 consecutive minutes. If the class period is shorter, the observation shall last for the class period. One additional observation (formal or informal) may be made at the discretion of the evaluator. However, a teacher may request one additional formal observation.

- (iii) The formal observations and the teacher's ability to perform his/her duties based on the Code of Professional Conduct shall be incorporated into the final evaluation report (Appendix C) by March 31. A conference shall be held with the teacher to review the final evaluation report.

b. Category II.

- (i) Teachers included in this category are teachers on a limited contract and not eligible for a continuing contract.

- (ii) Minimum of one formal observation

Formal observation (Appendix B) shall be for the duration of a minimum of 30 consecutive minutes. If the class period is shorter, the observation shall last for the class period and an additional observation (formal or informal) may be made at the discretion of the evaluator. However, a teacher may request one additional formal observation.

- (iii) The formal observations and the teacher's ability to perform his/her duties based on the Code of Professional Conduct shall be incorporated into the final evaluation report (Appendix C) by March 31. A conference shall be held with the teacher to review the final evaluation report.

c. Category III.

- (i) Teachers included in this category are teachers on continuing contracts.

- (ii) Minimum of one formal observation (Appendix B) every third year shall be for the duration of a minimum of 30 consecutive minutes. If the class period is shorter, the observation shall last for the class period, and an additional observation (formal or informal) may be made at the discretion of the evaluator. However, a teacher may request one additional formal observation.

- (iii) The formal observations and the teacher's ability to perform his/her duties based on the Code of Professional Conduct shall be incorporated into the final evaluation report (Appendix C) by March 31. A conference shall be held with the teacher to review the final evaluation report.

5. EVALUATION SEQUENCE

	ACTION	DATE
a.	Orientation given to those scheduled for evaluation	by October 1
b.	All evaluations will be completed	by March 31

- c. Notification to a teacher who will be recommended for non-renewal by April 30
- d. Board of Education action on contract status and notice to teacher by April 30

E. Teacher Observation/Evaluation Procedure

1. Evaluations of teachers shall be based on objective observation of the work performance and shall be conducted openly and with full knowledge of the teacher. All observations and/or evaluations shall be performed only by properly certified administrators.
2. Written evaluations shall be made after the evaluator has observed a teacher using the form set forth in Appendix B. The evaluator shall review the evaluation with the teacher within ten (10) work days following the observation. The written evaluation should be signed and dated by both the evaluator and the teacher. The signature shall indicate that the teacher has reviewed the report. Space shall be provided on the evaluation form for the teacher to indicate agreement or disagreement with the evaluation. The teacher may include his/her written comments on the evaluation form. The teacher shall receive a copy of each written evaluation within ten (10) school days following the observation.
3. Any evaluation which is marked on the approved evaluation form as not meeting expected level must be accompanied by written recommendations for improvement. The teacher and evaluator will work together towards meeting the expected level of performance.
4. No report/evaluation shall be placed in the teacher's personnel file, or otherwise acted upon until after it is signed by the teacher or the teacher declines to sign it or until after the teacher declines to attend a conference concerning the report. No teacher shall be required to sign a blank or incomplete evaluation form. The teacher's signature on an evaluation form shall merely indicate that the teacher has seen the evaluation and does not necessarily agree with the evaluation's content.

F. Personnel Files

1. Personnel records shall be kept in the office of the District Treasurer and shall be kept up-to-date and shall be the only official personnel file.
2. All material to be placed in a teacher's personnel file must be read, signed, and a copy given to the teacher before placement in the file. Such signature merely acknowledges the teacher has read the material filed and does not necessarily indicate agreement with its contents. If a teacher declines to sign any item upon request, it may be placed in his/her personnel file without a signature provided the teacher is given a copy before placement in the personnel file. Any such document must be placed in the file within five (5) work days of initial receipt or creation.
3. The teacher shall have the right to answer any material filed and such answer shall be attached to the file copy.
4. Anonymous letters or materials shall not be placed in a teacher's file nor shall they be made a matter of record for any purpose.
5. Each teacher shall have the right, upon request, to review all contents of the teacher's own personnel file. The teacher shall be entitled to have a representative of his/her

choosing accompany him/her during such review. If the teacher desires copies of any of the contents so examined in his/her file, he/she shall be permitted to reproduce such contents. Such reproduction costs shall be paid by the teacher at the cost to the Board.

6. Material will be removed from the files when a teacher's claim that it is inaccurate, untimely, and/or irrelevant is sustained to the satisfaction of the Superintendent.
7. Any documentation of disciplinary action taken by an administrator must be placed in the personnel file of the affected member within five (5) working days of the completion of the investigation of the incident which resulted in the discipline.

G. Labor Management Committee

To aid in communication within the District, to maintain a positive relationship between the Lucas Teacher's Association (LTA) and the Board, and to assist in the realization of the philosophy of the Lucas Local School District, a Labor Management (LMC) committee will exist.

Meetings may be held up to four (4) times each school year, near the end of each grading period, or as needed and mutually agreed upon by the Superintendent or Union President. The LMC will be composed of the Superintendent and the Union President, and one additional member appointed by the Superintendent and one additional union member appointed by the Union President.

The LMC shall function through open-minded and free discussion, and be open to, but not limited to, items brought to the attention of its members.

The LMC shall adopt an agenda at the initial meeting, which may include unsettled items from the previous years. The Superintendent and the President of the Union will jointly prepare the agenda for each meeting.

Meetings shall be limited to no more than sixty (60) minutes to be held outside of the school day with no additional compensation.

The LMC will receive training from a mediator from FMCS.

H. Teacher Input in Interviewing

A committee of up to three (3) LTA members as designated by the LTA President or designee will be invited to participate in the interviewing process for any teacher, building level administrator or teacher aide vacancies that the Board intends to fill in order to provide input. Such teachers will receive no additional compensation for such participation. The maximum of three (3) LTA members must be available to meet within forty-eight (48) hours from the time an administrator informs the LTA President or designee of the scheduled interview. If no LTA members are available within this time frame, the administrator may conduct the interview without LTA participation. The Board of Education maintains the exclusive right and discretion to hire any individuals for such vacancies.

ARTICLE 5 – WORKING CONDITIONS

A. School Calendar

The school calendar will be based on:

Days of instruction	178
Teacher workdays	2
In-service days	2
Parent-Teacher Conferences	<u>2</u>
 Total days	 184

Within the 184 days, 4 half days will be for individual parent-teacher conferences.

Prior to Board adoption of a calendar each school year, a Calendar Committee consisting of three (3) LTA members, as chosen by the LTA, and three (3) administrators will develop a calendar by consensus and make such recommendation to the Board of Education. If consensus cannot be reached within the Committee, the LTA nevertheless will be able to determine which day per semester in a given school year (two [2] days in total) will be designated a parent/teacher conference compensation day. LTA members serving on the Calendar Committee will receive no additional compensation for Committee participation. Except as expressly restricted by this section, the Board retains the exclusive right to decide the appropriate calendar each school year for the district.

B. Workday

The length of workday for high school staff shall not exceed seven (7) hours and ten (10) minutes for high school staff and seven (7) hours and five (5) minutes for elementary and middle school staff.

A regular workday for high school staff shall be defined as thirteen (13) minutes before student starting time and nine (9) minutes after the end of classes for students in the teacher's assigned building.

A regular workday for middle school staff shall be defined as twelve (12) minutes before student starting time and nine (9) minutes after the end of classes for students in the teacher's assigned building.

A regular workday for elementary staff shall be defined as fifteen (15) minutes before student starting time and fifteen (15) minutes after student release time.

Professional meeting days shall not exceed the contractual workday.

As the constraints of the school bus transportation schedule makes it difficult to have starting and ending times to be coordinated across the elementary, middle, and high school buildings, the parties agree that the starting and ending times will be coordinated as closely as possible, and that the LTA will be notified prior to any future change in the scheduling being implemented.

All full-time teachers shall have an uninterrupted, duty-free lunch period of at least thirty (30) minutes. For the purpose of this agreement, part-time teachers who teach at least five (5) hours in any given day may request a fifteen (15) minute lunch period during that assigned day.

During the contract year, teachers may be required to attend no more than two (2) faculty meetings within a four (4) week period, provided such meetings do not extend the day more than thirty-five (35) minutes, unless otherwise mutually agreed. Teachers will be notified of any faculty meeting in writing in his/her mailbox at least three (3) work days prior to such meeting. If a faculty meeting is canceled due to a calamity or because of an emergency as determined by Superintendent, such meeting may be rescheduled. In addition, such restriction shall not apply

for any meeting called by the administration due to an emergency as determined by the Superintendent.

If a faculty meeting is scheduled and held during a vacation period or outside the contract year, teachers will not be required to attend such meeting. Such meetings will not be subject to the no more than two (2) faculty meetings within a four (4) week period restriction as noted above.

As used in this section, "vacation period" means winter break or spring break; "contract year" means the total number of workdays set out in Article 5 of this contract.

Part-time teachers will receive thirty (30) minutes of preparation time on each day that the teacher is scheduled to work the entire school day. This preparation time will be scheduled in blocks of at least fifteen (15) minutes.

Part-time teachers required to screen new kindergarten students on days that they are not normally scheduled to work will receive compensation on a prorated basis.

Any meeting which is required by administration, such as IEP or professional development meetings, will be held during the regular workday or on a professional meeting day. If a required IEP or professional development meeting must be held at a time beyond the regular workday or professional meeting day, the teacher will be paid based upon \$25.00 per hour. The exception to this is an emergency meeting as determined by the Superintendent as stated in paragraph six of this article.

C. Teacher Work Schedules

All full-time elementary teachers, presently K-5, will have a minimum of 200 minutes of preparation time per week, exclusive of the teacher's thirty (30) minute scheduled duty-free lunch period. The preparation per week will be balanced over the week's period.

Teachers in the elementary school, presently K-5, shall not be required to remain in the classroom when a teacher certified to teach in a special area such as music, library, art or physical education, is in charge unless the teacher's presence is requested by the principal because follow-up by the classroom teacher is necessary.

All full-time middle and high school teachers, presently 6-12, shall have at least one period per day, of not less than forty (40) minutes, for preparation time.

K-5 elementary teachers will not be required to supervise students during noon recess period(s). Intermediate elementary teachers and the elementary principal will meet in an attempt to limit the number of recess duties for intermediate level elementary teachers.

D. Substitutes

Every effort will be made to obtain substitute teachers in the absence of the regular teacher, inclusive of all special area classes and librarians. In emergency situations, the building principal or immediate supervisor will first seek regular teachers to volunteer to serve as a substitute during the time that they are scheduled to ordinarily have preparation time (Article 5, C--Teacher Work Schedules). If no teacher volunteers, then such regular teachers may be assigned by the building principal and/or immediate supervisor to serve as a substitute. This section will take precedence over Article 5, C of this contract. Any teacher serving as a period substitute during a preparation period will be paid fifteen dollars (\$15.00) in addition to his/her regular rate of pay.

The practice of teachers mutually agreeing to cover or substitute for each other in emergency situations shall not be affected by the provision. However, as in the past, such substituting shall be with the approval of the building principal.

E. Outside School Functions

A teacher's participation in athletic functions and committee(s) as an additional duty(ies) outside of the school day shall be voluntary. When deemed appropriate, the Superintendent will have the authority to authorize release time for educational duties during the school day, provided such activities are within budget allocations for that purpose.

It is understood that a successful school embodies many activities that are beneficial to students. The administration will attempt to be conscious and sensitive to the needs of individual teachers in the assignment of necessary additional duties.

F. Class Size

The pupil-teacher ratio shall meet the state minimum standards.

The Board and Association agree that class size is a factor in the quality of educational services. The Board and the Association agree that:

1. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including faculty limitations, financial considerations, transportation requirements, and educational or curricular consideration.
2. Except in unusual or emergency situations, the number of pupils in a class shall be kept within the capacity of the available classroom.
3. Teachers are encouraged to report problems with class size and may request a meeting with the Superintendent, building principal, and the LTA building representative to discuss possible ways to lessen or alleviate the problem(s).

G. Lesson Plans

Lesson plans will show evidence of direction for instruction and implementation of courses of study. Any modification in the current format of lesson plans shall be jointly determined by the LTA and Board.

H. Academic Freedom

Academic freedom shall be guaranteed to teachers, and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning people, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility and the Board adopted educational philosophy and curricula.

I. Building/Classroom Keys

The Board will provide each teacher with access keys to his/her building and classroom. Having access to one's building and classroom carries with it the responsibility for maintaining security at each entrance/exit and classroom used. In addition, the parties agree that the Board may be required on occasion to restrict or prohibit access to a particular building for unforeseen reasons

such as health, safety, emergencies or required work which must be performed. If a teacher fails to demonstrate responsibility with such access, all rights and privileges granted by this article for that particular teacher may be revoked by the administration.

J. Resident Educator Program

An entry year program will be provided for each new staff member to the district. The administration will coordinate the implementation of the program. The Superintendent and the Lead Mentor will meet each year to review the program's criteria and objectives. Ideas and suggestions for improvement of the program shall be encouraged.

Compensation for the entry year mentors will be paid according to provisions of the supplemental pay schedule contained in this agreement.

Mentors will not be assigned more than two (2) resident educators per school year. The Lead Mentor will assign mentors for resident educators as approved by the Superintendent.

Mentors shall receive a supplemental stipend for each resident educator they mentor. Lead mentors are entitled to one (1) supplemental stipend per year. Mentors and Lead Mentors shall be paid at .04, .05, .06.

K. Contracts

Contracts entered into on or after July 1, 2011 for teaching in the Lucas Local School District shall be of three (3) types:

1. Limited Contracts

Limited teacher contracts may be approved by the Board upon the recommendation of the Superintendent. If a contract is approved by the Board, it shall be issued in the following sequence:

- a. One year, during each of the first two (2) years of employment;
- b. Two years, upon reemployment after the second contract year.
- c. Three years, upon reemployment, for third contract.

2. Nonrenewal of Limited Teaching Contracts for Probationary Employees who have been employed for one (1) year and who were employed by the Board on or after July 1, 2011.

- a. On or before June 1, limited contract teachers who have been employed for one (1) year, and who were employed by the Board after July 1, 2011, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to the Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
- b. This nonrenewal procedure for teachers who have been employed one (1) year supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. §3319.11 or O.R.C. §3319.111. A teacher shall have the right to file a grievance challenging the evaluation procedure.

3. Continuing Contracts

When a member becomes eligible for a continuing contract (time and certification) during the term of a limited contract, the member shall notify the Superintendent. The Superintendent shall recommend the member for a continuing contract at the May Board meeting (next following notification of eligibility) when teaching contracts are considered. If the Superintendent chooses not to recommend interruption of the present contract, the member shall be notified as to the reasons and continue on the limited contract. The reasons given shall be directly related to the evaluation process. Should the member make request after the May Board meeting, consideration will not occur until the following May Board meeting. When a continuing contract is recommended under this provision, it shall be effective for the contract year immediately following the May Board meeting.

Consideration of continuing contracts at the end of a limited contract term will be in accordance with pertinent provision(s) of the Ohio Revised Code.

4. Supplemental Limited Contracts

a. Supplemental Duties Defined:

Supplemental duties shall be defined as those contained in Article 27 of the Negotiated Agreement which are performed during time in excess of the workday, work week, work year, or in addition to the members' regular duties. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

- (1) duration of supplemental contract
- (2) title of supplemental position
- (3) amount of supplemental compensation or hourly rate by payment section.

ARTICLE 6 – LEAVE PROVISIONS

A. Association Leave

The LTA may use an aggregate of two (2) teacher days for the purpose of attending the OEA delegate assembly. Such days must be approved by the LTA President. No expense reimbursement shall be allowed.

B. Sick Leave

1. Bargaining unit members shall be entitled to fifteen (15) days of sick leave, with pay, for each year he/she is under contract.
2. Unused sick leave may be accumulated up to a maximum of two hundred forty-eight (248) days. Newly employed persons may transfer up to that number of accumulated and unused sick leave days from another public employer in this state, if the date of termination of the other employment was less than ten (10) years prior to employment in this district.
3. Bargaining unit members who render part-time per diem or hourly service shall be credited with sick leave for time actually worked at the same rate as full-time employees. Substitute employees shall not earn, accumulate, or use sick leave.

4. Sick leave may be used for absences necessitated by personal illness or injury, including any disabling condition caused by pregnancy, by exposure to a communicable disease, or by illness, injury, or death in the employee's immediate family, as defined herein.
5. For purposes of illness or injury, immediate family shall be defined as the employee's parent, spouse, child, or any dependent living in the employee's household.
6. For purposes of death, immediate family shall be defined as the employee's parent, spouse, child, sibling, grandparent, aunt, uncle, in-laws bearing any of these relationships, or any dependent living in the employee's household. Absences for a portion of a day up to one-half day shall result in a one-half day deduction. Absence for a portion of a day greater than one-half day shall result in a one day deduction.
7. The employee is required to notify his/her immediate supervisor at least one and one-half hours or sooner after becoming aware of the need to use sick leave.
8. Not later than the second workday after returning to work from sick leave, the employee shall complete, sign, and submit the Board provided absence form. No sick leave payment shall be made until the required form is submitted. Falsification of any information on the form shall constitute grounds for the termination of the employee's contract.
9. If medical attention was required, the employee shall state the name and address of the attending physician. The administration may require a signed physician's statement justifying the use of sick leave.
10. Utilization of Sick Leave for Reason of Pregnancy

Sick leave for reason of pregnancy will be granted in an amount up to forty (40) days. The forty (40) day time period will begin the day following the birth exclusive of weekend days. Sick days will only be deducted for those days when the employee is absent from a contractual work day.

Additional sick leave, beyond the 40 working days may be granted in cases where the attending physician certifies the employee incapable of performing her duties. In the event of a question of abuse of this policy, the Board reserves the right, at Board cost, to have a second medical opinion by a physician of the Board's choosing.

In no case will the amount of sick leave granted be in excess of that accumulated by the employee.

In cases where a vacation period occurs during the pregnancy leave, those Monday through Friday vacation period days will be counted toward the total 40 permitted.

C. Personal Leave

1. Each regular full-time teacher shall be entitled to three (3) days of personal leave per year. A year for the purposes of this article will begin on the first day of July and end on the next succeeding thirtieth day of June.

Personal leave(s) shall be used for urgent and personal business that cannot be conducted outside of the normal school day.

2. Personal leave shall not accumulate from one year to succeeding years.
3. Two (2) days of personal leave annually may be used by each regular full-time teacher without restriction provided that application for the unrestricted day of personal leave has been made at least three (3) working days in advance.
4. Unrestricted personal leave may not be used on the day immediately preceding or succeeding a school holiday or vacation, nor upon inservice days, nor teachers' meeting days, nor inter-school visitation days, nor parental conference days, nor on the first day or last day of school that students are in session, nor other days on which teachers have professional responsibilities but do not have teaching contact with students.
5. Teachers will not be required to specify the reason or reasons for which they request unrestricted personal leave.
6. Teachers shall be paid their full salary or wages, for the day or days of personal leave which they take provided that the procedures and regulations specified in this negotiated agreement have been met.
7. One day of restricted personal leave may be used annually by each regular full-time teacher provided that application is made in advance of the proposed day of restricted personal leave and further provided that the Superintendent of Schools approves the application and day for the use of the proposed day of restricted personal leave. In the case of restricted personal leave used for emergencies, three (3) working days of advanced notice shall not be required.
8. Restricted personal leave may be taken only with the approval of the Superintendent of Schools and only for one or more of the following reasons: emergency, court appearance, other specified legal business, college graduation of a spouse or child, family business which is specified and which is not feasible during non-working hours, religious holidays, funerals other-than those for which sick leave may be used, and other reasons as approved by the Superintendent of Schools.
9. Teachers who have accumulated and maintain at least 110 days of sick leave as of the beginning of each school year will be entitled to a third day of unrestricted personal leave that will replace the one day of restricted personal leave.
10. Non-Use Incentive

In each school year that a member does not use the three (3) available days of personal leave (unrestricted and restricted), the following incentive formula will be used:

- a. If none of the three (3) days are used, then the member shall receive three hundred dollars (\$300.00).
- b. If one (1) of the three (3) days is used, then the member shall receive two hundred dollars (\$200.00).
- c. If two (2) of the three (3) days are used, then the member shall receive one hundred dollars (\$100.00).
- d. If all three (3) days are used, then the member shall not be eligible for this non-use incentive.

Payments made under this provision shall be included in the last regular pay in June of each school year.

This policy shall be uniformly administered.

D. Professional Leave

1. All requests to attend professional meetings are to be submitted for approval to the Superintendent in writing seven (7) days prior to a Board meeting, if possible.
2. Approval of requests to attend any professional meetings shall be determined by the Superintendent and building principal. Approval is also determined from the standpoint that a competent substitute can be found to cover the classes or the job of the teacher requesting the professional leave.
3. Reimbursed attendance at professional meetings or conferences shall be limited to two days per year per teacher. Special permission must be granted, or attendance required by the Board or Superintendent, to exceed the two days per year.

Generally, only one professional day could be used for athletic purposes. Where an individual has been approved by the Board for more than one sport, additional professional days may be granted by the Superintendent.

4. A per diem allowance of \$35.00 per day for meals may be approved when it is necessary for the teacher to remain overnight. A rate of \$12.00 per day may be approved when the meeting is an all-day conference. This allowance must be approved by the Superintendent.
5. The allowance for lodging is limited to \$80.00 per day. When more than one staff member attends the same conference, room accommodations and travel expenses shall be shared where feasible and practical.
6. The Board will pay the IRS mileage rate in effect January 1 each year for approved travel.
7. All expenses, within the guidelines of 4, 5, 6, for teachers serving the Board, will be allowed including registration and travel for any Board or Superintendent approved educational conferences or meetings within Ohio.
8. All requests for out-of-state meetings must be made at least thirty (30) days in advance of scheduled meetings and will be reviewed by the Superintendent and Board on an individual case procedure.
9. All receipts must be submitted to the Treasurer of the Board with the request for reimbursement.

E. Teacher Assault Protection

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

2. A teacher shall be granted assault leave according to the following rules:
 - a. The incident, resulting in the absence of the teacher, must have occurred on Board premises during the course of employment with the Board or while in attendance at an official school function, paid or unpaid, and during the contractual year.
 - b. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
 - c. If the teacher received medical attention, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave payment is made.
 - d. A teacher shall not qualify for payment of used assault leave until the Assault Leave form (see Appendix C) has been submitted.
 - e. Said teacher shall not be permitted to accrue assault leave.
 - f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault or at the rate for which the teacher may become eligible in accordance with the Ohio Revised Code. Pay would include supplementary contract amounts.
 - g. Payment shall be discontinued when the teacher elects to retire.
 - h. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16, Ohio Revised Code.
 - i. There shall be a limit of five (5) days for assault leave.

F. Family and Medical Leave

1. Eligibility for bargaining unit members shall be governed by the Family and Medical Leave Act, its amendments and regulations.
2. Family and Medical Leave shall run concurrently with sick leave.
3. Should the bargaining unit member elect not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health care condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the district for the health insurance premiums paid by the district during the leave period.
4. The twelve- (12) month period shall be measured forward from the date any employee's first FMLA leave begins.

ARTICLE 7 – SALARY AND FRINGE BENEFITS

A. Regular Salary

1. Effective September 1, 2013, the base salary shall be twenty-nine thousand four hundred twenty-eight dollars (\$29,428.00) and shall be applied to the index stated in Appendix D.

For the 2014-2015 School Year: \$300 one-time payment to all members in the pay in October.

For the 2015-2016, 2016-2017 School Years: \$400 payment to all members who will not get a step increase to be paid in second pay in October.

2. The annual salary for each member shall be paid in twenty-six (26) equal installments and shall be delivered to each member every other Friday.
3. The hourly salary for tutors, summer school teachers, and safety town teachers shall be as listed below:

2013-14	\$25.00 /hour
2014-15	\$25.00 /hour
2015-16	\$25.00 /hour

4. Any new employees will be required to have direct deposit.
5. All payroll deductions taken out of a regular pay will be transmitted by the Treasurer at the close of the working day of that pay date when administratively feasible with the exception of STRS and other mandated deduction schedules. The Board and Treasurer shall not be held responsible for the posting or crediting of the transfer by a financial institution.
6. If the regular pay date occurs during Thanksgiving, Christmas, spring break, or on a compensatory day, paychecks will be deposited on the last workday before such break. Thereafter, the regular pay schedule will follow.
7. A teacher who has completed additional hours of graduate education may be placed at the appropriate level on the salary schedule provided proof of such completed coursework is on file with the Treasurer by October 1 of each school year.

B. Payroll Deductions

1. The Board, upon the written request of a teacher, will make payroll deductions for professional (UEP) dues, contributions to tax sheltered annuities, and for the purchase of past service credit provided at least five (5) employees request a deduction for a particular annuity, United Appeal, credit union, past service credit purchase, and other items agreed to by the Board and LTA.
2. Further, the Board agrees to a plan for continuing United Education Profession dues membership. Under this plan, UEP members will be permitted automatic renewal of membership status from year to year. A two (2) week window period exists from August 1 to August 15 to enable time for withdrawals from the LTA. A compiled membership list

of continuing members, annual memberships, and dues assessments will be presented to the Board Treasurer for payroll deduction by October 1 of each year.

3. Dues deductions shall be made in twenty (20) equal installments, beginning with the first pay in October.
4. Teachers shall be paid by direct deposit of paychecks.

Each teacher may select up to four (4) banks to deposit their paycheck. Each bank will be responsible to distribute the funds to various accounts as directed by the employee.

C. Dues Checkoff

The Treasurer shall, upon receipt of an authorization form, deduct in the amount specified, the dues payable to the LTA and forward the same to the LTA Treasurer. The payroll deduction authorization form for each United Education Profession (UEP) member shall be supplied to the Treasurer no later than November 1. The total specified shall be deducted in twenty (20) equal amounts from the pay of the UEP member beginning with the first pay in November through the last pay in May. In the event a teacher is hired after November 1, deductions will commence with the next pay issued after the written authorization is received. As soon as all dues have been deducted, the Treasurer shall remit the same to the LTA Treasurer.

D. Supplemental Salary Schedule

Index figured on teacher salary schedule base (BA step 0).

1. Any teacher involved in a negotiated extra duty activity, and whose participation is approved by the Board, shall receive compensation for that extra duty according to the following schedule.
2. Compensation for activities added between negotiations may occur with the prior consent of the LTA.
3. A teacher shall receive pay for Athletic supplemental activities as follows: one-third (1/3) pay four (4) weeks after supplemental duties begin; one-third (1/3) pay eight (8) weeks after supplemental duties begin; one-third (1/3) pay at the conclusion of supplemental activities only upon receipt by the District of end of activity documentation. Pay shall be included in the scheduled pay closest to the sequence.
 - a. Overnight coverage for outdoor education shall be paid the first scheduled pay following the activity.
 - b. The Cheerleading advisor shall receive pay on the first scheduled pay in September and the first scheduled pay in December and the final pay the first schedule pay after the season ends.
 - c. Non-athletic supplemental activities shall be paid over eighteen (18) pays beginning with the last pay in September.
4. At the end of the supplemental duty period, the principal and the coach/advisor will have a conference to review the season/assignment.
5. In order for any of the activities to be offered and completed there must be enough participants involved for the activity to be worthwhile. The appropriate number for each

area will be arrived at by the teacher who agrees to take the position and the school administration.

6. When an assistant coach or co-advisor becomes a head coach or the advisor in the same sport or school activity, he/she shall maintain his/her years of responsibility/experience on the supplemental pay scale and will not begin at step zero (0).
7. All coaches are expected to abide by the rules, regulations and By-Laws established by the Ohio High School Athletic Association. Any coach who has been ejected for unsportsmanship like conduct for a second time shall be suspended indefinitely and required to attend a mandatory conference with the commissioner at the OHSAA headquarters. Should an indefinite suspension occur, the Lucas School District shall make null and void the remaining supplemental contract with said coach effective when the final decision by the OHSAA Commissioner is made.

SUPPLEMENTAL SALARY SCHEDULE
2013-2016

POSITION	YEAR(S) OF RESPONSIBILITY					
	<u>1-2</u>		<u>3-7</u>		<u>8 & Over</u>	
Head Football	.14	\$4,120	.15	\$4,414	.16	\$4,708
Head Basketball (Boys)	.14	\$4,120	.15	\$4,414	.16	\$4,708
Head Basketball (Girls)	.14	\$4,120	.15	\$4,414	.16	\$4,708
Head Volleyball	.09	\$2,649	.10	\$2,943	.11	\$3,237
Athletic Trainer	.12	\$3,531	.13	\$3,826	.14	\$4,120
Asst. Varsity Football (2)	.09	\$2,649	.10	\$2,943	.11	\$3,237
Asst. Varsity Basketball (Boys)	.09	\$2,649	.10	\$2,943	.11	\$3,237
Asst. Varsity Basketball (Girls)	.09	\$2,649	.10	\$2,943	.11	\$3,237
Asst. Varsity Volleyball	.07	\$2,060	.08	\$2,354	.09	\$2,649
Head Track (Boys/Girls)	.072	\$2,207	.085	\$2,501	.095	\$2,796
Head Baseball	.075	\$2,207	.085	\$2,501	.095	\$2,796
Head Softball	.075	\$2,207	.085	\$2,501	.095	\$2,796
Yearbook Advisor	.075	\$2,207	.085	\$2,501	.095	\$2,796
Head Freshman Basketball (Boys)	.07	\$2,060	.08	\$2,354	.09	\$2,649
Head Jr. High Football	0.07	\$2,060	.08	\$2,354	.09	\$2,649
Assistant Jr. High Football	0.03	\$883	.04	\$1,177	.05	\$147
Seventh Grade Basketball (Boys)	0.07	\$2,060	.08	\$2,354	.09	\$2,649
Eighth Grade Basketball (Boys)	0.07	\$2,060	.08	\$2,354	.09	\$2,649
*If combined into one team (Boys)	0.09	\$2,649	.10	\$2,943	.11	\$3,237
Seventh Grade Basketball (Girls)	0.07	\$2,060	.08	\$2,354	.09	\$2,649
Eighth Grade Basketball (Girls)	0.07	\$2,060	.08	\$2,354	.09	\$2,649
*If combined into one team (Girls)	0.09	\$2,649	.10	\$2,943	.11	\$3,237
Head Cross-Country	0.07	\$2,060	.08	\$2,354	.09	\$2,649
Seventh Grade Volleyball (Girls)	.055	\$1,619	.06	\$1,766	.065	\$1,913
Eighth Grade Volleyball (Girls)	.055	\$1,619	.06	\$1,766	.065	\$1,913
*If combined into one team (Girls)	.07	\$2,060	.08	\$2,354	.09	\$2,649
Newspaper Advisor (HS) – only if this is NOT offered as a class	.065	\$1,913	.075	\$2,207	.085	\$2,501
Var./Res. Cheerleading Advisor	.06	\$1,766	.07	\$2,060	.08	\$2,354
Marching Band Director	.10	\$2,943	.11	\$3,237	.12	\$3,531
Flag Corp	.12	\$353		\$353		\$353
Jr. High Track (Boys/Girls) Head	.48	\$1,413	.058	\$1,707	.068	\$2,001
Jr. High Track (Boys/Girls) Asst. (2)	.37	\$1,089	.042	\$1,236	.047	\$1,383
*If combined into one team	.068	\$2,001	.078	\$2,295	.088	\$2,590
Asst. Varsity Track (3)	.048	\$1,413	.058	\$1,707	.068	\$2,001
Asst. Varsity Baseball	.048	\$1,413	.058	\$1,707	.068	\$2,001
Asst. Varsity Softball**	.048	\$1,413	.058	\$1,707	.068	\$2,001
Jr. High Cheerleading Advisor	.04	\$1,177	.05	\$1,471	.06	\$1,766
Jr. Class Advisors***	.04	\$1,177		\$1,177		\$1,177
Senior Class Advisors***	.025	\$736		\$736		\$736

Instrumental Activities	.027	\$795	.037	\$1,089	.047	\$1,386
Vocal Activities	.023	\$677	.033	\$971	.043	\$1,265
Student Council Advisor (HS)	.023	\$677	.033	\$971	.043	\$1,265
Sophomore Class Advisors ***	.02	\$589		\$589		\$589
Freshman Class Advisors ***	.02	\$589		\$589		\$589
Spanish Club Advisor	.02	\$589		\$589		\$589
French Club Advisor	.02	\$589		\$589		\$589
Cheerleader Chaperone	.02	\$589		\$589		\$589
National Honor Society Advisor	.02	\$589	.03	\$883	.04	\$1,177
Jr. High Student Council Advisor	.015	\$441	.025	\$736	.035	\$1,030
Elementary Student Council Advisor	.015	\$441	.025	\$736	.035	\$1,030
Outdoor School***	.01	\$294		\$294		\$294
Drama Advisor	.03	\$883		\$883		\$883
Jr./Sr. High Science Fair	.03	\$883		\$883		\$883
Pep Club Advisor	.015	\$441		\$441		\$441
Academic Challenge Adv. – H. S.	.025	\$736		\$736		\$736
Academic Challenge Adv. – M. S.	.015	\$441		\$441		\$441
Detention Monitor	.001/hour					

*Combined into one team.

**If student participation merits as determined by the Athletic Director.

*** Amount to be divided equally between two (2) advisors.

Annually Approved - EXTENDED TIME

Guidance Counselor		20 Days	
Librarian		10 Days	
Family & Consumer Science		15 Days	
Vocational Agriculture		60 Days	
Lead Mentor	.04	.05	.06
Mentor	.035	.045	.055

E. Fringe Benefits

1. Health Care Benefits
 - a. Dental Insurance

The Board will provide dental insurance on all full-time teachers. The Board will participate in the monthly premium charged to employees up to a maximum \$58.00 per month for a single plan, and up to a maximum \$142.00 for a family plan.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/per person per year
- 2) Deductible - Ind. \$25 per year
- 3) Deductible - Family \$75 per year
- 4) Co-insurance Amounts
 - a) Class I - Prevention 100% of Usual & Customary (no deductible)
 - b) Class II - Basic 80% of Usual & Customary
 - c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary

Lifetime Maximum
Orthodontia \$1200/per individual

b. Medical

The Board will provide major medical insurance on all full-time teachers. Employees may not be paid cash in lieu of insurance benefits.

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

If any currently full-time positions (as of _____) become part-time, the following provision shall apply. All part-time teachers currently on staff (as of _____) receiving dental, life, and medical benefits shall continue to receive such benefits subject to the terms of this Agreement.

The Board will participate in the monthly premium charged to employees up to a maximum of \$498.00 for a single plan; and a maximum of \$1,100.00 for a family plan.

Effective July 1, 2016, the Board will participate in the monthly premium charged to employees up to a maximum of \$523.00 for a single plan and up to \$1,125.00 for a family plan.

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in a health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. As long as the coverage is with the COG, the coverage shall be as follows, unless changed by the COG.

- 1) Preferred Provider – Doctors/Hospitals
 - a) The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional

Mutual Health Program instead of the PPO, may continue such participation.

- b) The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

2) Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- a) The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- b) The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- c) The deductible will be waived.
- d) The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
- e) Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- f) Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

3) Well Baby Care: \$1,000.00

4) Diabetic Management Program: will be part of all PPO Programs.

5) Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

6) Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/individual \$200/family
Accumulation Period	Calendar year

Co-Insurance Provision In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

- 7) Preventative: Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).
- 8) Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.
- 9) Dependent Coverage: Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.
- 10) Pre-Admission Certification: Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200.00) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

c. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of twenty five thousand dollars (\$25,000.00) for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of fifty thousand dollars (\$50,000.00) coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by fifty percent (50%) at age 65. The specific terms of the policy are contained in the Life Insurance Contract.

d. Section 125 Premium

The Board will offer a Section 125 Premium Only Flexible Medical Benefits Plan for all eligible employees. Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

e. Change in Insurance Carriers

Should the Board change insurance carriers, the change may not result in coverage less than that in effect with the current carrier.

f. Severance Pay

Upon retirement, a teacher with ten (10) or more years of service at the Lucas Local Schools may elect to receive pay for one-fourth of his/her accrued but unused sick leave credit, up to a maximum of sixty-two (62) days. The payment of severance pay will follow Board Policy GCPCA. Severance shall be paid by January 30 of the year following the retirement.

g. Joint Insurance Committee

The parties shall create a Joint Insurance Committee. The committee shall be comprised of three (3) bargaining unit members and three (3) representatives of the Board of Education. The Committee will meet at least four (4) times per school year to review the Health Insurance Plan, to provide education to employees about the Health Insurance Plan, to consider cost-saving measures, and to make recommendations to the LTA and Board of Education. The Committee shall issue a recommendation to both parties by April 1 of each year.

F. STRS Pick-Up

1. The Board agrees to STRS "pick-up" utilizing the salary reduction method of contributions to the State Teachers Retirement System paid upon behalf of the teachers, at no cost to the Board, under the following conditions:
 - a. The amount to be "picked-up" on behalf of each teacher shall be the current teacher contribution percentage of the teacher's gross annual compensation as determined by STRS. The teacher's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purposes of state and federal tax only.
 - b. The "pick-up" percentage shall apply uniformly to all teachers and shall become effective with the first pay in the new school year.
 - c. No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up".
 - d. Payment for all paid leaves, sick leave, personal leave, severance, and supplementals including unemployment and Worker's Compensation shall be based on the teacher's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
2. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
3. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the agreement shall be declared null and void.

G. Tuition Reimbursement

1. The Board shall establish, on a fiscal basis, a tuition reimbursement fund of \$15,000.00. Certified/licensed teachers may receive tuition reimbursement based upon the language of this provision.
 - a. Tuition applies to coursework taken via an accredited college/university for renewal or upgrade of license/certificate. If any funds are still remaining, then teachers who complete course work not necessary to upgrade or renew their license/certificate will be compensated using the same formula (not to exceed actual tuition cost).
 - b. Tuition reimbursement will be granted only if the final grade for the course is a "B" or higher grade or a "P" in a pass/fail course or an "S" in a satisfactory/unsatisfactory course.
 - c. The amount of a teacher's reimbursement will be determined by dividing the \$15,000.00 fund by the number of semester/quarter hours approved and successfully completed by each certified/licensed teacher who adheres to the language of this provision.
 - d. There will be no rollover of leftover tuition reimbursement funds from one fiscal year to another fiscal year.
 - e. Tuition reimbursement will be made by October 30 of the following school year to teachers who are currently employed, including those on approved leave of absence by the Lucas Local Board of Education. The teachers must work in Lucas Local School District the entire year following receiving reimbursement. If the teacher does not work in Lucas Local School District for the entire school year after receiving reimbursement, the Board will deduct such amount from any salary payment to be paid to the teacher.
 - f. Teachers who have been part of a reduction in force action would be reimbursed for the approved course work taken during their last working year at the Lucas Local Schools. This would not include work taken during the summer after the teacher has been part of a reduction in force action unless such course(s) is for new certification or recertification and was requested prior to the Board action initiating a reduction in force.
 - g. Tuition reimbursement will not exceed the actual cost for any given course.
2. To qualify for tuition reimbursement the certified/licensed teacher who is required to file an IPDP must:
 - a. Obtain a Tuition Reimbursement Verification Form from the LPDC.
 - b. Submit an official grade slip or transcript, proof of payment for the course(s), the Tuition Reimbursement Verification Form, and a requisition to the Treasurer no later than October 1 of the school year following the school year in which the course(s) were taken.
 - c. Tuition reimbursement will be paid by October 30 of the school year following the school year in which the course(s) were taken.

3. To qualify for tuition reimbursement the certified/licensed teacher who is not required to file an IPDP must:
 - a. Request tuition reimbursement directly from the Superintendent.
 - b. Submit an official grade slip or transcript, proof of payment for the course(s), the Tuition Reimbursement Verification Form, and a requisition to the Treasurer no later than October 1 of the school year following the school year in which the course(s) were taken.
 - c. Tuition reimbursement will be paid by October 30 of the school year following the school year in which the course(s) were taken.

H. Dependent Tuition Waiver

- a. When a full-time Lucas Local school employee(s) desire to have his/her child(ren) enrolled in the Lucas Schools, the child(ren) of the teacher shall apply through open enrollment. If the District is unable to accept the child(ren) through open enrollment, the Board shall accept such child(ren) on a tuition free basis as long as there is available space in the appropriate grade level. The Board shall not be responsible for providing transportation to and from school for such child(ren). The waiver for part-time teachers shall be prorated to a level equal to the percentage of time the instructor works.
- b. Such children must have been admitted by the first day of school in any given school year.

ARTICLE 8 – TEACHER EDUCATION AND CERTIFICATION AND LICENSURE

- A. The Board and the LTA agree to create, pursuant to 3319.22, a Local Professional Development Committee, hereinafter LPDC.

1. Committee Composition and Selection

- a. The Committee shall be composed of five members as follows:
three teachers
two administrators
- b. The Association shall select the teacher members for the LPDC, provided that one member shall be a K-5 teacher or have teaching experience at that grade level, and that one shall be a grade 6-8 teacher or have teaching experience at that grade level, and one shall be a grade 9-12 teacher or have teaching experience at that grade level.
- c. Administration members of each LPDC shall be selected by the Superintendent.
- d. The Association, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.
- e. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.
- f. The term for the LPDC shall be for a period of two (2) years.

- g. The Committee chairperson shall be determined by majority vote of the Committee members.

2. Meetings

The LPDC shall meet as often as the members deem necessary to complete their work.

3. Decision Making

Decisions shall be made by majority vote of the Committee members present and voting so long as a quorum is present. A quorum shall consist of four (4) Committee members. However, when an administrator's materials are being considered, the majority of the LPDC shall be administrators. If the materials of an administrator who is a member of the LPDC are being considered, another district administrator will serve on the committee in order to permit the committee to have two (2) administrators and one (1) teacher to review the materials.

4. Training

Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functioning and legal requirements of LPDC's. Registration fees for Board approved training shall be at no cost to the Committee member.

If the available training for Committee members is during work hours, the Committee members, with the approval of the Superintendent, shall be given paid release time to attend.

LPDC training for Committee members shall constitute appropriate "equivalent activities" for purposes of the Committee members' own individual development plans if they so decide by unanimous vote.

Bargaining unit members of the LPDC will receive compensation at the rate of \$300.00 per member.

5. Appeals Process

- a. Reconsideration

- i. If an educator disagrees with a LPDC decision, the educator will be given the opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.
- ii. The educator must provide written notice of the intent to appeal to the LPDC at least one week prior to a LPDC meeting. This notice shall be sent to the LPDC chairperson.
- iii. The educator will attend the next regularly scheduled LPDC meeting and discuss the LPDC decision.
- iv. The LPDC will vote on reconsideration and notify the educator in writing of the LPDC decision within five working days.

b. Third Party Review

- i. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, the educator must provide a written request to the LPDC for a third party review panel. The educator must provide written notice of the request for a third party review to the LPDC at least one week prior to the LPDC meeting. (see Appendix __). This notice shall be sent to the LPDC chairperson (see Appendix __).
- ii. The panel members will be identified at the next LPDC meeting and the panel will review the LPDC decision within thirty days. The panel will consist of:
 - a. One licensed educator selected by the LPDC;
 - b. One licensed educator selected by the educator;
 - c. One licensed educator agreed upon by the above two.

These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it.

- iii. The educator will be notified in writing of the third party review panel decision within five working days.

ARTICLE 9 - CONTRARY TO LAW

- A. The Board and the LTA agree that all items in this Contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this article. Should any clause of this Contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the Contract shall be rendered null and void, but the remainder of the Contract shall remain in full force and effect.
- B. In the event any clause(s) of this Contract is found to be in violation of law, said clause(s) only shall be reopened for negotiations within ten (10) days by demand of either party. Such renegotiations shall otherwise conform to the negotiations procedure of this Agreement.

ARTICLE 10 – HIRING OF RETIRED TEACHERS

A. Employment

The Board retains the right to employ retired teachers. If the Board wishes to rehire an employee of the school district to the same position from which the employee is retiring, O.R.C. 3307.53 and 3307.353 must be followed.

B. Salary Placement

Retirees will be placed at Step 10 of the salary schedule. The retiree will advance on the salary schedule each year.

C. Insurance

Effective with the beginning of the 2006-07 school year, this provision will apply to newly-hired retired staff. If the retired employee does not have insurance available from his/her retirement system, the retired employee may obtain insurance from Lucas Schools. However, the Board

paid portion of the monthly premium shall not exceed \$400.00 per month for a family plan or \$200.00 per month for a single plan.

D. Contracts

Retirees shall be granted a one-year limited contract only. Renewal is at the discretion of the Board of Education.

E. Sick Leave

Retirees will be granted fifteen (15) days of sick leave per year. Sick leave will accumulate from one year to another.

F. Personal Leave

Retirees will be granted two (2) days of unrestricted and one (1) day of restricted personal leave per year. Personal leave will not accumulate from one year to another.

G. Severance Pay

Retirees shall not be eligible for severance pay when they leave the employment of the Board.

H. Seniority

Retirees will not accrue seniority.

I. Subject to these provisions, re-employed teachers who have retired are part of the bargaining unit.

ARTICLE 11 - MASTER TEACHER COMMITTEE

A. The Board and the LTA agree to recognize, pursuant to R.C. 3319.61 (F)(5), a Master Teacher Committee, hereinafter MTC.

1. Committee Composition, Selection and Tenure

- a. The committee shall be composed of 5-7 members, a maximum of 2 administrators, appointed by the Superintendent, and a maximum of 5 teachers.
- b. The teacher members shall be at least one K-5 teacher, at least one shall be a grade 6-8 teacher, and at least one shall be a 9-12 teacher, or having teaching experience in the selected grade levels.
- c. The Committee chairperson shall be a teacher selected by majority vote of the MTC.
- d. MTC members must meet the qualifications to apply for Master Teacher status.
- e. LTA members and past members of the committee shall have priority of serving on the committee each year.
- f. Term of service shall be one academic year.

2. Meetings

- a. The committee shall meet as often as members deem necessary to complete their work.
- b. The entire committee shall meet initially to set procedures and guidelines for submission of Master Teacher Applications. Thereafter the committee shall meet minimum twice a year to review procedures and guidelines (September and May).
- c. The reading of Applications shall be conducted by two teacher members of the committee.

3. MTC compensation rate

Years experience on the Committee	<u>1-2</u>	<u>3-7</u>	<u>8 & over</u>
Hourly rate	\$20.00	\$22.50	\$25.00
If Master Teacher, hourly rate	\$25.00	\$27.50	\$30.00

ARTICLE 12 - DURATION

This Agreement shall become effective on July 1, 2013 and shall remain in effect through June 30, 2017. This Agreement may be amended by negotiations conducted in accordance with the procedures contained in this document.

ARTICLE 13 - SCOPE OF AGREEMENT

- A. This Agreement constitutes the complete negotiated understanding and terms and conditions of employment agreed to between the Board and the LTA and may be amended only by subsequent written agreement in accordance with the terms of the agreement. Any aspect of the employment of teachers by the Board not specifically governed by the terms of this Agreement shall be deemed to be retained by the Board as part of their authority to direct, manage and control the affairs of the school district.
- B. IN WITNESS WHEREOF the Board has consented to this Agreement as indicated by the signature of its President and Superintendent, and the LTA has consented to the terms of this Agreement by a majority vote of its membership as evidenced by the signature of its President and Vice-President on this First day of December, 2015.

BOARD OF EDUCATION
LUCAS LOCAL SCHOOL DISTRICT

BY *Linda Cooper*
President

BY *Daniel W. Freund*
Superintendent

LUCAS TEACHERS ASSOCIATION

BY *Don K. Farris*
President

BY *Sarah Schuster*
Vice-President

BY _____
Negotiating Team Member

BY _____
Negotiating Team Member

GRIEVANCE REPORT FORM
(To be Filed in Triplicate)

Grievance # _____ Date Filed _____

Name of Aggrieved or LTA _____

Building _____ Assignment _____

STEP ONE
(Submitted to Immediate Supervisor)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

Signature of Aggrieved

Date

C. Disposition by Supervisor

Signature of Supervisor

Date

STEP TWO
(Submitted to Superintendent)

A. Position of Aggrieved or LTA

Signature of Aggrieved

Date

B. Disposition by Superintendent or Designee

Signature of Superintendent or Designee

Date

STEP THREE
(Submitted to Board)

A. Position of Aggrieved or LTA

Signature of Aggrieved

Date

B. Disposition of Board

Signature of Board President

Date

Lucas Local Schools – Teacher Evaluation Instrument
Reference Rubric: Current Praxis III Criterion

Teacher _____ School _____ Evaluator _____
Lesson Topic _____ Subject/Class _____ Date _____

Area of Evaluation

Observations

A. Organizing content
knowledge for student
learning

B. Creating an
environment for
student learning

Area of Evaluation	Observations
C. Teaching for student learning	
D. Teacher professionalism	

LUCAS LOCAL SCHOOLS
FINAL EVALUATION REPORT

Teacher _____

School _____

Position _____

SUMMARY AND RECOMMENDATIONS:

CONTRACT RECOMMENDATIONS:

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Signature indicates completion of appraisal, not necessarily agreement.
Teacher comments may be included on the back of this form.

Adopted
/ /

LUCAS LOCAL SCHOOLS

ASSAULT LEAVE FORM

Name _____ Date _____

School _____

Assault leave has been taken in accordance with Article _____ of the Agreement between the Lucas Local Board of Education and the Lucas Teachers Association.

_____ day(s) of assault leave was/were taken beginning on _____
(day)

_____, 20_____, and ending on _____
(month) (day)

_____, 20_____.
(month)

Medical attention _____ required.
(was/was not)

Written statement embracing all facts was submitted to the principal on _____
_____.

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

Name of Physician _____

Office Address _____

(Teacher's signature)

(Principal's signature)

(Superintendent's signature)

LUCAS 2013-2017
SALARY SCHEDULE INDEX

	DEGREE	5 YRS	MA	MA+15	MA+30
STEP 0	1.0000	1.0380	1.0950	1.1140	1.1520
STEP 1	1.0380	1.0810	1.1430	1.1620	1.2000
STEP 2	1.0760	1.1240	1.1910	1.2100	1.2480
STEP 3	1.1140	1.1670	1.2390	1.2580	1.2960
STEP 4	1.1520	1.2100	1.2870	1.3060	1.3440
STEP 5	1.1900	1.2530	1.3350	1.3540	1.3920
STEP 6	1.2280	1.2960	1.3830	1.4020	1.4400
STEP 7	1.2660	1.3390	1.4310	1.4500	1.4880
STEP 8	1.3040	1.3820	1.4790	1.4980	1.5360
STEP 9	1.3420	1.4250	1.5270	1.5460	1.5840
STEP 10	1.3800	1.4680	1.5750	1.5940	1.6320
STEP 11	1.4180	1.5110	1.6230	1.6420	1.6800
STEP 12	1.4560	1.5540	1.6710	1.6900	1.7280
STEP 13	1.4940	1.5970	1.7190	1.7380	1.7760
STEP 14	1.5320	1.6400	1.7670	1.7860	1.8240
STEP 15	1.5700	1.6830	1.8150	1.8340	1.8720
STEP 16	1.6080	1.7260	1.8630	1.8820	1.9200
STEP 18	1.6460	1.7690	1.9110	1.9300	1.9680
STEP 20	1.6840	1.8120	1.9590	1.9780	2.0160

LUCAS 2013 to 2017
SALARY SCHEDULE

	DEGREE	5 YRS	MA	MA+15	MA+30
STEP 0	29,428	30,546	32,224	32,783	33,901
STEP 1	30,546	31,812	33,636	34,195	35,314
STEP 2	31,665	33,077	35,049	35,608	36,726
STEP 3	32,783	34,342	36,461	37,020	38,139
STEP 4	33,901	35,608	37,874	38,433	39,551
STEP 5	35,019	36,873	39,286	39,846	40,964
STEP 6	36,138	38,139	40,699	41,258	42,376
STEP 7	37,256	39,404	42,111	42,671	43,789
STEP 8	38,374	40,669	43,524	44,083	45,201
STEP 9	39,492	41,935	44,937	45,496	46,614
STEP 10	40,611	43,200	46,349	46,908	48,026
STEP 11	41,729	44,466	47,762	48,321	49,439
STEP 12	42,847	45,731	49,174	49,733	50,852
STEP 13	43,965	46,997	50,587	51,146	52,264
STEP 14	45,084	48,262	51,999	52,558	53,677
STEP 15	46,202	49,527	53,412	53,971	55,089
STEP 16	47,320	50,793	54,824	55,383	56,502
STEP 18	48,438	52,058	56,237	56,796	57,914
STEP 20	49,557	53,324	57,649	58,209	59,327

NOTES