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# **NEGOTIATED AGREEMENT**

between

**LEXINGTON TEACHERS' ASSOCIATION**

and the

**LEXINGTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

September 1, 2014 through August 31, 2017



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## PREAMBLE

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

## ARTICLE I-RECOGNITION

### A. Recognition of the Association

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

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

### B. Recognition of the Board

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

### C. Representation Election

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

## ARTICLE II-NEGOTIATIONS PROCEDURE

### A. Scope of Negotiations

The obligation to bargain collectively means to negotiate at reasonable times and to execute a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not require the Board or the Association to agree to a proposal nor does it require the making of a concession.

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

B. Requests for Negotiations and Meetings

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

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

C. Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the Association to negotiate. No final agreement shall be executed without ratification by the Association and the Board. It is assumed that both

parties have been given the privilege of making proposals, considering proposals, and offering counterproposals in the course of negotiations.

D. Responsibilities During Negotiations

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

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

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

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

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

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

F. Disagreement

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

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

2. If during the life of this agreement bargaining is necessary due to a specified reopener provision in this agreement, said bargaining shall be in keeping with the bargaining procedures set forth in Sections C, D, E, and F of this article.

This mutually agreed dispute settlement procedure as authorized by ORC 4117.14 (C) and ORC 4117.14 (C) (1) (f) and governing the negotiations of a successor

collective bargaining agreement, shall replace the statutory dispute settlement procedure set forth in ORC 4117.14 (C) (2) through 4117.14 (D) (1).

### **ARTICLE III-GRIEVANCE PROCEDURE**

#### A. Purpose

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

#### B. Definitions

1. Grievance - A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the Negotiated Agreement.
2. Grievant - Any teacher, group of teachers, or the Association making a claim as set forth in (1) above.
3. Appropriate Supervisor - for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
4. "Days" shall mean weekdays (Monday through Friday) except that calamity day(s), holiday(s), and break or down time periods shall not be counted.

#### C. Rights of the Grievant and the Association

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance if requested by the teacher.
2. The Association has the right to file grievances and to be present for the adjustment of any and all grievances.
3. A formal grievance shall be filed on the agreed to grievance form (see Appendix C).
4. The Association and the grievant shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
5. The Association President or designee shall receive copies of all communications (forms, time, date, dispositions, etc.) in the processing of grievances.

#### D. Time Limits

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

grievance not answered by the administration within the time limits will automatically proceed to the next level.

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

E. Grievance Procedure Steps

1. Informal Step:

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

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

2. Step One:

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

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

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Two.

3. Step Two:

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

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

4. Step Three:

Within six (6) days of the filing of the form with the Treasurer of the Board, the Board shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within six (6) days after the hearing, the Board or its designated representative shall provide a written response to the Association and grievant.

5. Step Four:

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

F. Selection of the Arbitrator

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

G. Authority of the Arbitrator

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

H. Costs of Arbitration

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

I. Miscellaneous

1. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all communications.
2. Constructive receipt by the Board shall be construed to be the delivery date to the appropriate supervisor's office.
3. Constructive receipt by the Association shall be construed to be the delivery date to the designated officer of the Association.
4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

5. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
6. No reprisals or recriminations shall be taken against any teacher who files or takes part in a grievance.
7. A grievance may be withdrawn by the Association at any time without prejudice.

J. Grievance Form

See Appendix C.

**ARTICLE IV-MANAGEMENT RIGHTS**

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

**ARTICLE V-ASSOCIATION RIGHTS**

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

A. Fair Share Fee

The fair share fee shall be an exclusive right conferred upon the Association, as the exclusive bargaining agent. Each teacher, upon employment and reemployment, shall annually either:

1. Sign and deliver to the Association an application for Association membership and, unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the Association an authorization to the Treasurer for payroll deduction of membership dues. The Treasurer, upon written notice from the President of the Association that a member has terminated membership, shall forthwith commence the check off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments less the amount of Association annual dues or previously paid through payroll deduction, or;
2. In lieu of becoming a member of the Association, the Treasurer shall be authorized to check off from the wages of the teacher and pay to the Association an annual fair share fee that is no more than the total annual dues and uniformly applied

assessments of the United Education Profession. All contracts of employment for positions in the bargaining unit shall contain the following language:

This Contract of employment is subject to the Negotiated Agreement between the Lexington Board of Education and the Lexington Teachers' Association/OEA/NEA, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this Contract, I represent that I have been notified of the fair share fee provisions contained in the Negotiated Agreement, that I will, if I elect not to become, or remain, a member of the Association, pay to the Association the prescribed annual fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the terms of my employment by the Board.

3. The President of the Association shall, by October 1, annually certify to the Treasurer of the Board the amount of the annual fair share fee and uniformly applied assessments for the ensuing school year. The Treasurer, upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in paragraphs (1) and (2) of Section A above, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the Association.

The deductions shall be in equal amounts beginning with the first pay after January 15 and continuing for a total of ten (10) consecutive pay periods. The failure or refusal of the Treasurer to deduct the fair share fee, due to court order or otherwise, shall not relieve the teacher of his/her liability to the Association for the amount of the fair share fees and assessments.

4. Any objections to the amount of the fair share fee will be considered under the Ohio Education Association's adopted internal rebate procedure as per Section 4117.09 (C) of the Ohio Revised Code.
5. The Association agrees to indemnify and save the Board harmless against claims or suits that may arise out of or by reason of action taken by the Board in compliance with this article, provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the Board;
  - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the

Association or its affiliates to intervene as a party if it so desire, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

- d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this article; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

This identification shall not apply to any claims or suits filed prior to the effective date of this Agreement.

B. Board Meeting Information Packets

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

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

C. Association Leave

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

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

D. Payroll Deduction

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

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

A member may authorize a continuing payroll deduction for membership purposes. Such authorization would be initiated (initially) and implemented as indicated above. The authorization would be for a one-year period of time, but would continue for the next following year unless the Treasurer of the Board received written notification to the contrary from the individual or the Association on or before September 15 of any membership year. When the Treasurer receives notification from a member, the Treasurer shall promptly forward a copy of such notification to the Association President. The Association President shall provide the Treasurer with a modified list of members on continuing payroll deduction for membership in the United Education Profession. Said communication will occur on or before October 15 of each membership year.

E. Use of School Mails and Bulletin Boards

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

F. Association Business

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

G. Informal Monthly Meetings

There may be periodic monthly meeting(s) of the Superintendent and/or others with LTA officers and/or Association representatives to discuss informally mutually important matters if desired by the Association or the Superintendent. The Board and the Association may explore the possibility of forming a labor-management partnership program.

H. Membership in UEP

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

I. Facilities

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

J. Right to Speak

The Association President or his/her designee shall have the right to address and pass out materials at the new member orientation prior to the opening of school and at other district

wide general staff meetings that may be held during the school year. At the all-staff meeting on the teachers' first workday, the Association will be allotted one (1) hour of time to hold a general membership meeting following the close of the convocation.

## ARTICLE VI-CONTRACTS

### A. Assignment, Vacancy, and Transfer

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

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

2. The following criteria will be considered by the Superintendent in making assignments, reassignments, and transfers:
  - a. Years of service in the Lexington Local Schools;\*
  - b. Qualifications including education, evaluations, certifications, and professional accomplishments;
  - c. Desire of the teacher/bargaining unit member regarding assignment or transfer;
  - d. Ability to work with employees with whom the employee will work;
  - e. The recommendation of the building principal.
3. Any unsuccessful applicant may meet, upon request, with the Superintendent to discuss the reassignment or transfer, and may have a representative of the applicant's choice at that meeting. If requested in writing by the employee, the Superintendent will provide a written rationale as to the specific reasons they were not awarded the position.

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

- a. The date of the Board meeting at which the teacher was hired, and then by
- b. The date on which the teacher submitted a completed job application.

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

B. Posting

All position openings for teachers, regardless of position or whether the opening implies a promotion or whether the position is a newly created position or an extra duty position, shall be posted conspicuously on the bulletin board in each office near the teacher mailboxes in the building during the school year. Said posting shall occur within five (5) days of the position becoming open or the creation of the position provided in the months of May, June, July, and August. Such notices will be indelibly dated at the time of posting. When school is not in session such notices shall be posted in the lobby near the administrative offices, on the district's website and shall be mailed to each teacher who has indicated an interest (holds proper certification) in that particular area on the intent to return form, and to the President of the Association.

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

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

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

C. Transfer Procedure

1. Voluntary Transfer - Teachers may request a change of assignment in accordance with negotiated policies on assignments and open positions and the following procedures:
  - a. Change of assignment requests shall refer to: (1) change in building, (2) change of year/level, (3) change of subject area.
  - b. Transfer requests may be initiated by teachers using the following guidelines:
    - (1) A transfer request form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the transfer would occur.
    - (2) Transfers will be considered if an opening exists or becomes available.

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

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

#### D. Teacher Contracts

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

1. Upon initial employment, a teacher shall be given a one-year limited contract. If reemployed, said teacher shall be granted a one-year limited contract.
2. Teachers having completed four (4) one-year limited contracts shall, if reemployed, be granted a two (2) year contract. An employee who has completed a two (2) year contract, if reemployed, shall be granted a three (3) year contract. All limited contracts thereafter, for that teacher, shall be three-year limited contracts.
3. When a teacher becomes eligible for a continuing contract during the term of a limited contract, the Board shall, upon written request of the teacher, either interrupt the limited contract to grant a continuing contract or continue the limited contract and provide the teacher with written reasons for denial of the request. Further consideration for continuing contract status shall be in accordance with ORC 3319.11.
4. The Board of Education shall cause notice to be given annually, not later than the first day of July, to each teacher who holds a contract valid for the succeeding school year, as to salary to be paid such teacher during such year.

Exception: During the last year of a negotiated agreement, the Board of Education shall cause notice to be given 30 days after the agreement has been ratified by both

parties to each teacher who holds a contract valid for the succeeding school year, as to salary to be paid such teacher during such year.

E. Job Sharing

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

1. Only two (2) teachers shall be allowed to share the same position.
2. Both teachers must be willing to take part in job sharing.
3. Those teachers interested in taking part in this program must notify their building principal, in writing, by April 1 of each school year of their interest in the program. Said teachers must be properly certified to teach in the area involved.
4. Upon receipt of such notification by the building principal, he/she shall meet and discuss with the teachers their intent and help develop a job sharing program.
5. Each teacher involved in a job sharing program shall be paid at one-half of his/her regular salary and shall be provided with 90% board-paid/10% employee-paid single coverage for all fringe benefits prorated to a half-time rate. At his/her option the teacher may purchase at his/her own expense the family plan prorated to a half-time rate at the 90/10 rate.
6. For the purpose of determining seniority, said teachers shall be given one-half (1/2) year credit on the seniority list.
7. Each individual job sharing situation shall be examined on its own merits. Recommendations to the Board shall be made accordingly.
8. Teachers sharing jobs shall maintain all rights they are entitled to in accordance with the terms of this agreement, provided that for the purpose of sick leave, personal leave, and assault leave days for teachers, sharing jobs shall be credited for and used as one-half days.

F. Reduction in Force

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

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

- a. the positions for reductions being considered

- b. reasons for such decisions.

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

- 2. Each year, the Superintendent shall provide the Association President with a seniority listing by February 1 of each school year. The seniority lists shall be made up for each area of certification. The teachers shall be placed on all lists for which they are certified. The teachers shall be placed on the seniority list for any area of certification which the teacher may receive prior to August 31 of each school year.
- 3. The Board shall not act on any proposed teacher reduction until after the Association has had the right to present its views at a public Board meeting.

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

- 4. After the Association has presented its views, the Board shall proceed to reduce teachers in the following sequence:
  - a. The Board shall handle all teacher reductions first through normal attrition.
  - b. Seniority - For purposes of this Contract, seniority shall be defined as the number of years of service commencing with the original date of employment with the Lexington Local Schools within a group of teachers whose performance evaluations are comparable.

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

- a. Limited contract teachers by using the following order:
  - (1) Area of licensure/certification within the affected teaching assignment.
  - (2) Rating as determined by the performance evaluation.
  - (3) When performance ratings are comparable, by lowest seniority in the Lexington Local School District.
- b. Continuing contract teachers, only after all limited contract teachers in the teaching field of assignment, by using the following order:
  - (1) Area of licensure/certification within the affected teaching assignment.
  - (2) Rating as determined by the performance evaluation.
  - (3) When performance ratings are comparable, by lowest seniority in the Lexington Local School District.

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

- (1) All teachers who receive a rating of “Accomplished” shall be deemed comparable to other “Accomplished” teachers,
- (2) All teachers who receive a rating of “Skilled” shall be deemed comparable to other “Skilled” teachers,
- (3) All teachers who receive a rating of “Developing” shall be deemed comparable to other “Developing” teachers,
- (4) All teachers who receive a rating of “Ineffective” shall be deemed comparable to other “Ineffective” teachers.

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

- (1) The date of the Board meeting at which the teacher was hired, and then by
- (2) The date on which the teacher submitted a completed job application.
- (3) If all other criteria are equal, it shall be determined by the Board.

5. Rights While on Suspension:

- a. If reemployed, the teacher shall have the right to return to the same contract status, seniority level, total sick leave accumulation, and any other benefits of employment that had accrued to the teacher prior to suspension.
- b. The teacher shall have the right to any and all insurance benefits provided by the Board for a period of 36 months. Said premium shall be paid by the teacher by money order or bank draft made payable to the insurance company and received in the office of the Treasurer by the first of the month.
- c. The Board shall support the teacher's rights to unemployment compensation benefits while under suspension.

6. Recall Rights

- a. Teachers who are suspended shall be retained on the recall list for 36 months, during which time they must be offered reemployment in their area(s) of certification as their seniority status so mandates.
- b. A teacher may be removed from the recall list if he/she:
  - (1) Waives their recall rights in writing
  - (2) Resigns
  - (3) Fails to accept recall to a substantially equivalent position, or

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

## **ARTICLE VII-CONDITIONS OF EMPLOYMENT**

### A. School Calendar

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

The Committee shall determine the following in designing the calendar:

- a. Parent/teacher conferences: one conference shall be scheduled in the fall and the second conference shall be scheduled in the spring. Each conference will be held on two days. The two days will not fall in the same week. The hours shall be from 4:30 p.m. to 7:30 p.m.
- b. The Committee shall determine when the compensatory days shall be for parent/teacher conferences.
- c. The dates of the staff development meetings in Article IX, Section H. 1. The contract year for teachers shall be 183 days for returning teachers and 184 days for new teachers which shall include:
  - (1) One (1) preschool orientation meeting day for new teachers.
  - (2) One-half (1/2) preschool professional meeting day for all teachers; one-half (1/2) preschool workday for all teachers.
  - (3) Two (2) days will be provided within the school calendar for the purpose of in-service education. One of these days will occur the day after the last student day of school. Individual teachers will have the day to review the year's activities, prepare for the close of school, and preplan for the next school year.
  - (4) The equivalent of two (2) days for parent/teacher conferences.
  - (5) No more than one hundred seventy-eight (178) days with students actually in attendance.
- d. The following holiday periods:
  - (1) Labor Day

- (2) Martin Luther King Jr. Day
- (3) Thanksgiving Day and the following Friday
- (4) Memorial Day

2. The calendar that is adopted by the Board shall be in accordance with the following:

a. The contract year for teachers shall be 183 days for returning teachers and 184 days for new teachers which shall include:

- (1) One (1) preschool orientation meeting day for new teachers.
- (2) One-half (1/2) preschool professional meeting day for all teachers; one-half (1/2) preschool workday for all teachers.
- (3) Two (2) days will be provided within the school calendar for the purpose of in-service education. One of these days will occur the day after the last student day of school. Individual teachers will have the day to review the year's activities, prepare for the close of school and preplan for the next school year.
- (4) The equivalent of two (2) days for parent/teacher conferences.
- (5) No more than one hundred seventy-eight (178) days with students actually in attendance.

b. The following holiday periods:

- (1) Labor Day
- (2) Martin Luther King Jr. Day
- (3) Thanksgiving Day and the following Friday
- (4) Memorial Day

**B. In-service Days**

Two (2) days will be provided within the school calendar for the purpose of in-service education.

The first day will be planned by a local in-service committee consisting of three (3) administrators and three (3) representatives from the Association. All teachers will be required to attend any program planned by the In-service Committee. The second in-service day shall be the last contract day and will be used as a records day.

C. Orientation

Orientation shall be scheduled before or during the month of September on days other than Saturdays, Sundays, or holidays. Each teacher shall be required to attend only one (1) orientation per school year for a maximum of ninety (90) minutes.

D. Parent-Teacher Conferences

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

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

E. Duties

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

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

F. Personnel Files

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

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

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

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

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

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

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

Upon request by the teacher, the Superintendent shall:

1. Inform of the existence of any personal information in the system.
2. Permit the teacher and his/her attorney to inspect all personal information contained in the system.
3. Inform the teacher regarding the types of uses made of the information, including the identity of users of the information.
4. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file.
5. Upon written approval of the teacher, grant access to the teacher's attorney or other representative.
6. Furnish the teacher with a copy of any information contained in the system.

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

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

1. The allegation is in writing and is signed by the parent.
2. A conference was held including the parent, teacher, and the principal or immediate supervisor.
3. The results or findings of the aforementioned conference have been reduced to writing by the immediate supervisor and approved or rebutted, in writing, by the

teacher. Said results or findings shall be attached to the complaint. No anonymous letters or material will be placed in the system.

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

G. Preparation Time

Members shall have a minimum of two hundred forty (240) minutes per week for the purpose of preparation, conferences, or planning during the regular student school day. The length of the member workday shall remain as in effect during the 1997-99 school year for the duration of this Agreement.

1. Elementary Teachers:

Teachers shall have two hundred and forty (240) minutes of preparation, conference, or planning time. The planning time shall be made up of time segments of not less than thirty (30) minutes each, when possible. However, in no case shall the amount of the 240 minutes of preparation time in thirty minute segments be less than what was available during the 1999-2000 school year.

2. Secondary Teachers (7-12):

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

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

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

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

## H. Class Size/Member Work Load

1. It is recognized by the Board that pupil-staff member ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, and the availability of qualified staff members, and the best interest of the district, as being administratively feasible. The Board recognizes the class size recommendations of the state department of education and will maintain state standards.
2. New students entering K-6 will be assigned so as to attempt to keep class size equitable within each grade and subject area within each building.

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

3. The Board will within the current financial and physical limitations address overcrowding which is detrimental to the educational process.
4. The Association may at anytime request a meeting with the principal to discuss the hiring of additional teachers, teachers' aides, transfer of students, or the provision of additional facilities or equipment as may be needed to address needs of students.
5. The principal will meet within five (5) days of the request.
6. If the concern is not resolved by the principal, the Association may meet with the Superintendent to discuss the issue. This meeting will be held within five (5) days of the request.

## I. Special Education Provision

1. Definitions
  - a. Inclusion - The provision of education and supplemental services to all special education students in regular classroom settings with special education personnel for all or a substantial part of the school day.
  - b. Mainstreaming - The practice of including students assigned to a special education program in some regular classroom activities.
2. Any educational personnel involved with a special education student may be present and allowed input to the IEP Committee prior to the implementation of a student's IEP.
3. Any teacher who determines that the presence of an identified special education student adversely affects the class or believes that the identified student is not being

adequately served in his/her class may request and be included on the student's IEP team.

4. Within five (5) days of the request, the classroom teacher and the IEP team will schedule a meeting to discuss the student.
5. Educational assistants will be assigned based on the recommendation of the IEP team.
6. Custodial care services will be assigned to personnel whose job descriptions require such services be performed, or by consent of the employee.
7. The Board shall annually provide (voucher in-service) training and/or staff development programs for employees whose duties are impacted by an IEP and/or special needs student. These days may coincide with or be in addition to the employee's professional development days at the option of the employee.
8. The Board recognizes that some individuals with exceptional needs may not meet or exceed the growth projected in the annual goals and objectives of the student's IEP. In such instances the employee's accountability shall be limited to having implemented the services provided by the Board.

J. Committee Service

1. By October 1 of every year, the Committee Review Board shall set criteria and determine which committees for that school year shall be compensated for their service. The Committee Review Board shall consist of the superintendent or the superintendent's designee, a teacher representative of grades K-6, and a teacher representative of grades 7-12. The teacher representatives shall be named by the LTA. The Committee Review Board shall meet regularly throughout the school year to assess their criteria.
2. The members of the Committee that satisfy the criteria of the Committee Review Board shall be compensated as follows:
  - a. Effective September 1, 1999, time spent in Committee sessions shall be awarded as accrued sick leave.
  - b. The sick leave shall be earned on an hour-by-hour basis.
  - c. Seven hours of Committee time shall equal one day of sick leave.
  - d. The sick leave time will be awarded in half-day increments.
  - e. There will be a maximum of three sick days per year that may be earned.
  - f. Committee time will accrue in half-hour increments.

- g. The Committee chairperson shall monitor and report the Committee members' time.
- h. The sick days will be awarded at the last payday in June.
- i. The award shall be for approved committees only.
- j. Certified employees will have three choices for compensation for committee work:
  - (1) Voucher credit
  - (2) Sick day accrual up to 3 days
  - (3) Pay at the rate of eleven dollars (\$11.00) per hour. This payment will be made at the end of June each year.

K. Grant Writing

Each staff member who writes and receives grants shall be awarded \$50.00 or 5% of the total grant money collected by the district, whichever is less.

L. Hiring of Retired Teachers

1. Employment

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

2. Salary Placement and Index

Retirees will be employed at Step 10 of the salary schedule if they retired with at least 30 years' experience or at Step 5 of the appropriate salary schedule if they retired with less than 30 years' experience. The retirees will progress on the schedule as any other member of the bargaining unit.

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

3. Insurance

The employed retiree shall have the right to choose any of the insurance packages available from his/her retirement system. The Board of Education will reimburse the retiree 90% of the monthly insurance premium. The retiree will pay 10% of that monthly premium.

4. Contracts

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

5. Severance Pay

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

6. Reduction in Force

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

7. Negotiated Agreement

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

M. Health and Safety

The Lexington Board of Education is committed to providing a safe and healthy environment for staff and students. The Board will investigate and address health and safety issues of the staff when brought to them. Such investigation and resolution will comply with the Board-adopted Indoor Air Quality Plan.

N. Labor Management Committee

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

2. This committee shall meet upon request by either party not more than one (1) meeting per month. The agenda shall be set by co-chairs, the Superintendent (or designee), and the Association president (or designee).

The agenda shall be established one (1) week prior to the meeting. Additional items may be added with the agreement of both parties. Agenda items will

consist of district-wide issues, or building issues, only after any issue has been discussed at the building level prior to being brought to the L.M.C.

3. The purpose of this committee is to assist in the process of open communications between the parties. The meetings shall consist of joint informal discussions in order to address and/or alleviate issues or concerns of either party. These discussions shall in no way be construed as negotiations, and no decisions coming forth may in any way modify, add to, or delete anything contained in the Negotiated Agreement.
4. Joint training shall be provided by FMCS. The purpose of the training will be to provide the parties with an effective format for conducting productive and respectful discussions between the administration and the Association. Additional training may be requested by either party.

### **ARTICLE VIII-LEAVE PROVISIONS**

#### A. Sick Leave

1. Each teacher, employed by the Board, shall be entitled to fifteen (15) days' sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month.
2. The Board shall, by regulation, allow its full-time teachers an advance of eight (8) days of sick leave which has not yet actually been earned. This will apply to both new teachers who have not yet earned leave, and teachers who have exhausted all the leave they have earned. The request for the advance shall be in writing and signed by the employee. Included on the request form shall be a schedule to "pay back" the advance. The form shall be counter-signed by the Treasurer and the employee shall receive a copy. Teachers sharing a job pursuant to Article VI (E) will be allowed an advance of eight (8) one-half (1/2) days.
3. Sick leave shall be granted to each teacher for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family.
4. Immediate family, for the purpose of this contract, shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandchildren, nieces, nephews, aunts, uncles, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents, stepchildren, or any relative living under the same roof as the teacher.
5. Utilization of Sick Leave for Reason of Pregnancy - The Board shall grant sick leave for pregnancy in an amount of days up to the number of sick leave days accumulated

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

6. Sick leave shall be cumulative to two hundred seventy (270) days. For the purpose of severance pay the maximum sick leave accumulation shall remain at 250 days.
7. When an employee has been absent for more than five (5) consecutive workdays because of personal illness/injury, he/she must provide a doctor's excuse, as soon as the employee is physically able, verifying the need for and length of continuing absence to the Treasurer's office.

B. Teacher(s) Emergency Security Program

The Teacher Emergency Security Program is designed to assist teachers who experience a serious accident or major illness for which they do not have adequate sick leave as covered under Article VIII of this contract.

To be eligible a teacher must have used all sick leave and be recovering from a specific illness or injury of 20 consecutive days or more. The amount of sick leave awarded under this program shall not exceed the number of days remaining in that current school year, but may be applied for during each school year through the duration of that specific illness or injury.

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

1. used all available sick leave, earned and borrowed;
2. presented a physician's certificate indicating an absence due to a single illness or accident;
3. contributed to the sick leave pool of this program. Eligibility is to be based on the contribution of one (1) sick leave day by September 1 of each school year (October 15 for 1989-90 school year). In the case of new employees hired, such contribution must be made within 15 days of their hiring by the Board (see Appendix F).

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

Teachers are not eligible to use the sick leave pool if:

1. they have not donated a day of accumulated sick leave;
2. they are voluntarily absent for any reason;
3. it is a routine maternity;

4. the specific injury or illness is not 20 consecutive days or more;
5. they are eligible for any other paid leave or compensation that equals or exceeds their normal salary.

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

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

C. Personal Leave

1. Each teacher shall be granted up to three (3) days of personal leave per school year. Personal leave shall not be cumulative. Personal leave may not be used for leisure, recreation, or to work another job, including self-employment.
2. The teacher shall notify the Superintendent, or his designee, of his/her intent to use personal leave via the Kiosk system.
3. Notification should be at least five (5) days in advance, except in emergency situations. In emergency situations, the Kiosk notification shall be completed by the teacher upon return to work.
4. The parties to this Agreement, the Board and the Association, strongly discourage the use of personal leave before or after a vacation or holiday and during the first two and the last two weeks of the school year. Personal leave during these times will only be granted by the Superintendent for extenuating circumstances, in cases of absolute necessity. The Superintendent will provide, in writing to the employee and LTA President, the reasons for denial of personal leave under this section.
5. Personal leave shall be submitted via Kiosk to the building principal. The following shall be reasons for personal leave: educational business, family matters, personal business, financial matters, legal matters, and emergencies.
6. Once approved, a notice shall be sent via email to the employee.
7. Personal leave will not be granted on a teacher in-service and/or teacher conference day except in special circumstances that requires the absence of the teacher.
8. Personal leave shall be granted in half (1/2) day and full day amounts.

9. If an employee does not work the entire contract year, the personal days will be prorated. If an employee leaves the employment of the Board and has not earned all of the personal days used, the employee shall reimburse the Board for the used unearned day(s) at the per diem rate.
10. Any teacher who has unused personal leave at the conclusion of the year shall have the option of:
  - a. The member shall be paid at the rate of \$100.00 per day of any unused personal leave, or
  - b. choose to roll any accumulated but unused personal leave into their accumulated sick leave.

D. Professional Leave

Teachers who wish to participate in professional meetings, workshops, visitations, conferences, and clinics pertaining to their particular teaching fields on days when school is in session shall submit to their building principal(s), two (2) weeks in advance of the scheduled activity, a written request to attend. The principal shall forward the request to the Superintendent within five (5) workdays. This request shall state the nature of the event, the dates when attendance is required, where the event is to take place, the date of the request itself, and the name of the teacher making the request; also to include anticipated expenses.

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

1. The activity must pertain to the area in which the teacher submitting the request is working.
2. The entire school, department or grade level staff, and students shall profit from such attendance by a teacher.
3. Approval to attend such meetings shall include payment of the teacher's salary while he is in attendance. A substitute teacher shall be paid to assume the teacher's responsibilities while he is absent.
4. Teachers attending such meetings shall report items of interest to grade level teachers, department staff, building staff, or the entire school staff, provided the nature of such a meeting is of interest. If such a report is desired, the building principal concerned shall schedule a meeting at a time convenient to the majority of teachers involved.
5. Reimbursement for expenses will be made according to the following schedule upon presentation of receipts to the Treasurer of the Board:

Room.....\$80 a day maximum

Meals.....\$7 breakfast, \$8 lunch, \$15 dinner to a maximum of \$30 per day  
Registration fee will be paid by the Board  
Travel.....The IRS rate per mile and/or cost of common carrier ticket to a  
maximum of \$250  
Miscellaneous .....\$15 a day maximum (parking, taxi, etc.).

6. Professional leave reimbursement will not be granted when all funds that have been appropriated for professional leave in the Board's Annual Appropriations Budget have been spent.
7. This request form will be returned to the teacher following the next Board meeting or immediately following any rejection at the administrative level. Reasons shall be given in the event the request is rejected.

E. Assault Leave

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

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

1. The incident, resulting in the absence of the teacher, must have occurred during the course of employment with the Board.
2. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such an assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.
3. If the teacher receives medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician, stating the nature of the disability and its duration, may be required before assault leave payment is made.

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

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

5. Said teacher shall not be permitted to accrue assault leave.
6. The teacher will be maintained on full pay status with fringe benefits during the period of the paid assault leave. The teacher, during this period, may not perform any duties related to any other job during the school day.
7. The teacher agrees to sign a statement indicating a willingness to participate and cooperate with the Board if the Board decided to pursue legal action against the assaulter.
8. When Workers' Compensation reimburses the teacher in any amount for time lost during the assault leave, the Board shall pay the difference between the teacher's full pay for the period of assault leave and the amount paid by Workers' Compensation.
9. Payment shall be discontinued when the teacher elects to retire or is no longer under contract with the Board.
10. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16 of the Revised Code.

F. Maternity/Paternity/Adoption Leave

1. Leave Privileges

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

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

2. Time Period for Filing Application

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

3. Benefits While on Leave

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

payments in advance of when they are due.

4. Reinstatement

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

G. Leave of Absence

1. A teacher shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. At the option of the teacher, such leave shall be for a maximum of two (2) consecutive school years. Said leave will be granted in accordance with the provisions of this section and Ohio Revised Code 3319.13.
2. A written application must be made to the Superintendent or his/her designee on the negotiated form at least thirty (30) days prior to the effective date of the leave. This requirement may be waived in cases of emergency (see Appendix E).
3. Teachers who take leave under this section shall be eligible to continue in Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date in accordance with law.
4. At the expiration of the approved leave the returning teacher shall be granted his/her position held prior to the leave if the position is still in existence. If said position has been abolished, the returning teacher will be appointed to an equivalent certificated position for which he/she is certified to teach. Such leave time shall not apply to seniority but the teacher's continuous employment with the Board shall not be interrupted. Upon return to service, the teacher(s) shall resume the contract status which he/she held prior to such leave (with regard to salary, benefits, the terms of the teacher's contract, and the provisions of this contract).
5. Any teacher on a leave of absence shall notify the Superintendent in writing by no later than April 1 of either:
  - a. his/her intention to return to work at the beginning of the next school year
  - b. his/her request for leave of absence for an additional school year
  - c. his/her resignation from employment.

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

H. Leave for Professional Improvement

1. A teacher who has completed five (5) years of service in the public school system and two (2) of which were in Lexington, may be granted a leave of absence without pay not to exceed two (2) semesters for the purpose of professional improvement.
2. The teacher shall submit to the Superintendent a written plan for professional growth prior to such leave and at the conclusion of said leave provide evidence that the plan was followed.
3. No more than three percent (3%) of the teachers at any one time shall be granted such leave.
4. The intent to use such leave shall be submitted to the Superintendent at least ninety (90) days prior to the commencement of such leave.
5. Upon return from such leave, the teacher shall retain the same status, no loss in seniority, and retention of all previous and/or new benefits of employment.
6. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the premium(s) by the teacher. Said premium(s) will be payable by the fifteenth day of each month to the office of the Treasurer.

I. Jury Duty Leave

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

J. Compulsory Absence Resulting From Subpoena

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

K. Military Leave

1. Any teacher who is called into the Armed Services of the United States shall be granted leave of absence, without pay, for the period of such absence.
2. Requests for military leave shall be submitted to the Superintendent of Schools in

writing accompanied by official orders for induction.

3. Upon release from active service with a discharge other than dishonorable, a teacher shall be reinstated in a comparable position to the one held at the time of induction if application for reinstatement is made within ninety (90) days of discharge.
4. Upon such application the teacher shall be reemployed at the first of the next school year if the application is made not less than thirty (30) days prior to the beginning of the school year.
5. All years of active military service in the Armed Forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years, shall be counted as teaching service credit. For purposes of this calculation, a partial year of active military service of eight (8) months or more in the Armed Forces shall be counted as a full year and need not be within a calendar year.
6. The rights under this provision will terminate upon any voluntary extension of such military service.
7. The Board, in accordance with Ohio Revised Code 3319.14, may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the Armed Forces or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code and Article VI of this contract.
8. All teachers who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate shall be calculated on the basis of the difference between the teacher's full salary and compensation received for military duty.

L. Family and Medical Leave

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

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

1. The following definitions apply wherever used in this article.
  - a. Eligible teacher: a teacher who has been employed by the Board for more than twelve (12) months of active service and who has actually worked more

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

- b. Immediate family: child, spouse, or parent.
- c. Child: a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or who is 18 years of age or older and incapable of self-care because of a mental or physical disability.
- d. Parent: the biological parent of a teacher or an individual who stood in loco parentis to the teacher when the teacher was a child.
- e. Health care provider: a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate by the state in which the doctor practices or such other person determined by the secretary of labor to be capable of providing health care services).
- f. Serious health condition: illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.
- g. Reduced leave schedule: a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a teacher.

2. Entitlement to Leave

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

- a. The birth of a child of the teacher or spouse and in order to care for such child within one year of birth;
- b. The placement of a child with the teacher for adoption or foster care within one year of placement;
- c. To care for the teacher's spouse, child, or parent who has a serious health condition; or
- d. Because of the teacher's own serious health condition that renders the teacher unable to perform the functions of his/her position.
- e. Eligible employees must use all otherwise available paid leave prior to the use of leave under this section. Such paid leave shall be deducted from the twelve weeks of leave provided by the Family and Medical Leave Act and

this article. Any unpaid leave beyond 12 weeks in a year for these purposes may be granted in accordance with other leave provisions of the agreement.

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

3. Intermittent Leave

- a. Leave under 'a' and 'b' of Section 2 above shall not be taken by a qualified teacher intermittently or on a reduced leave schedule unless the qualified teacher and employer agree otherwise.
- b. Leave under 'c' and 'd' of Section 2 above may be taken intermittently or on a reduced leave schedule when medically necessary, subject to the notice requirement in Section d below concerning foreseeable leave.
- c. Taking leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the qualified teacher is entitled beyond the amount of leave actually taken.
- d. If a qualified teacher requests intermittent leave or leave on a reduced leave schedule for 'c' or 'd' of Section 2 above and the leave is foreseeable based on planned medical treatment, the Board may require such teacher to transfer temporarily to an available alternative position offered by the Board for which the teacher is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave than the teacher's regular position.

4. Foreseeable Leave

- a. If the necessity for leave is foreseeable based on an expected birth or a placement for adoption or foster care, a qualified teacher shall provide the Board with thirty (30) days notice, or as soon as practicable, of his/her intention to take leave before the leave begins.
- b. If the necessity for leave under 'c' or 'd' of Section 2 above is foreseeable based on planned medical treatment, the qualified teacher shall provide medical certification and shall be provided in a timely manner.
- c. Sufficiency of Certification

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

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

d. Cessation of Group Health Coverage

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

5. Limitations on Leave

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

6. Protection of Benefits/Employment

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

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

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

**ARTICLE IX-SALARY AND FRINGE BENEFITS**

A. Regular Salary

- 1. a. Effective for the 2014-2015 school years, the base salary shall be Thirty One Thousand Thirty-Two Dollars (\$31,032.00), an increase of two percent (2%).
- a. 1. Effective for the 2015-2016 school year, the base salary shall be Thirty One Thousand Six Hundred Fifty-Three Dollars (\$31,653.00), an increase of two percent (2%).

- a. 2. Effective for the 2016-2017 school year, the base salary shall be Thirty Two Thousand Two Hundred Eighty-Six Dollars (\$32,286.00), an increase of two percent (2%).
- b. The base salary amount indicated above shall be applied to the index specified in Appendix A.

This is a resumption of the Teachers' Salary Index from when it was frozen in 2011-2012 school year. There shall be no freeze on steps for the duration of this contract. Steps frozen in the past will not be restored.

- c. Further, teachers new to the District for the 2014-15 school year will be paid a minimum salary of Thirty-Five Thousand Dollars (\$35,000.00) each year of the Agreement. Teachers who are not new to the District will be paid either Thirty-Five Thousand Dollars (\$35,000.00) or the salary resulting from the above BA-0 Salary increase, whichever is higher.
- d. The base salary for determining supplemental salaries shall be Thirty-One Thousand Dollars (\$31,000.00) for the duration of the Agreement.

2. Payment of Salary

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

- b. Direct Deposit/Payroll Deductions

- (1) The Board will provide for the direct deposit to any three (3) accounts held by a teacher.
- (2) Direct deposit is mandatory for all certified employees.
- (3) All payroll deductions listed below shall be deducted from a teacher's/unit member's pay and mailed the day they are deducted:
  - (a) Insurance
  - (b) Richland County School Employees' Credit Union
  - (c) Tax-Sheltered Annuities
  - (d) Income Protection Plan
  - (e) OEA Fund for Children & Public Education (OEA FCPE)

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

3. Severance Pay

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

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

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

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

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

The Board shall pay to each teacher retiring with active service in the Lexington Local School District, forty percent (40%) of his/her total accumulated sick leave at the retiree's per diem rate of pay on the date of actual retirement. Such teacher must produce to the Treasurer's office an irrevocable election form sixty (60) days prior to your last day of responsibility. The maximum amount the employee can annuitize will be distributed to the annuity company of their choice, on the last payday of their employment. The employee will have ninety (90) days from date of retirement to produce proof of retirement from STRS. It is understood that there will be exceptions in case of emergency and the employee is unavailable to provide such proof of retirement. If proof of retirement is not produced in the ninety (90) day period, proceedings will be initiated to collect the amount issued to the annuity company. Upon proof of retirement from STRS, the employee will be issued the remainder of his/her severance pay.

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

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

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

4. Staff Development

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

5. Experience Credit

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

- (1) all years of teaching service in the Lexington Schools
- (2) all years of teaching service in a chartered non-public school located in Ohio as a certified teacher
- (3) all years of teaching service in another public school as certified teacher
- (4) all years of teaching service in a chartered school or institution or a chartered special education operated by the state, by a subdivision or other local governmental unit of this state as a certified teacher. For the purpose of this contract a year of teaching service shall mean 120 days or more of employment in a certified position.
- (5) all years of active military service in the Armed Forces of the United States as defined by ORC 3317.02 to a maximum of five (5) years (a year shall mean at least eight months of continuous service).
- (6) The Board shall grant (10) ten years of the above experience with the Board having the option of granting any additional years above ten.

6. Period Substitute Pay

Substitute teachers shall be obtained in the absence of the regular teacher, inclusive of all special area classes and librarians. In emergency situations, the regular teachers may be asked by the building principal and/or immediate supervisor to serve as a substitute during the time they are not scheduled to have pupil contact.

The teacher shall have the right to refuse such request if they so desire. If the teacher agrees to work in a substitute capacity, he/she shall be paid at the per diem rate of the BS-0 Step of the salary schedule per class period. A teacher shall be paid a minimum of one class period substitute pay, even though the assignment may be less than one class period, upon completion of the form provided by the Board for class period substitute pay.

B. Extra Duty Pay Schedule

1. Any teacher performing duties listed in the extra duty pay schedule shall receive the indicated compensation for that responsibility and shall be issued a contract for said responsibility.
2. Compensation for activities added between negotiations shall be determined with mutual consent of the Association and the Board and shall be in accordance with the provisions of the contract.
3. Teachers shall not be required, as a condition of employment, to accept assignment to extra duty pay activities unless the activity is approved by the Board as a supplemental responsibility and the teacher agrees to accept such responsibility.
4. At the end of the supplemental duty period, the principal or his/her designee and the advisor may have a conference to review the seasonal assignment. Contracts for extra duty responsibilities are limited contracts and as such encompass the same terms and conditions of employment as do other teacher limited contracts.
5. Percentages stated in the extra duty pay schedule are to be applied to the regular teacher salary schedule BS column, step zero (see Appendix A).
6. Extra duty pay will be included in their regular paycheck. This will result in employees getting one check each pay period.
7. Extra duty pay schedule (see Appendix B)  
  
Extra duty pay will be distributed on pay dates that coincide with first pay dates after the dates which appear in Appendix B.
8. All supplemental contracts shall expire at the end of the school year without notice of nonrenewal. If it is the intention of the Board not to offer a supplemental contract for the succeeding school year to a teacher who presently holds that contract, written notice shall be given to the teacher by June 15.
9. Current employees who have seven years experience at a lower level (i.e., junior high school coaching) and move to a higher level (i.e., high school coaching), shall be placed at Step 4 in the new position.

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

C. Fringe Benefits

1. Medical and Prescription Drug Insurance - The Board shall provide eighty-eight percent (88%) of the funding level of family and single coverage for medical and pharmaceutical insurance for full-time teachers. The funding level of the plan will be determined by an independent actuary based upon experience and factors generally recognized by health actuaries. Such factors shall include plan administrative costs, stop loss insurance costs, and third party administrator costs. The Board shall pay for such coverage for part-time teachers on a pro rata basis.
2. If a bargaining unit member elects to take an annual health risk appraisal through the third party administrator of the medical and pharmaceutical insurance plan, the Board shall provide Fifty Dollars (\$50.00) for bargaining unit members who take such an appraisal prior to the last day of February. This incentive will be paid within thirty (30) days of receipt of verification of completion of the annual appraisal.
3. The summary plan description of the medical and prescription drug insurance plan is attached as an appendix to this contract. The summary plan document and contract of the plan is incorporated herein by reference. Such plan will comply with the health plan standards required for National Committee for Quality Assurance (NCQA) accreditation, if feasible, and shall comply with the best practices of the School Employees Health Care Board (SEHCB).

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

4. Billing and Service Irregularities - Each bargaining unit member, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall review such statements for accuracy and determine whether or not they or their dependents received such services. If the bargaining unit member identifies a service that was billed for but not received and reports it to the appropriate office (i.e., the

Treasurer and/or HIPAA Privacy Officer) and the erroneous charge (1) is not already being investigated by the appropriate health insurance company or third party administrator and (2) leads to the recovery of funds, the bargaining unit member shall receive a reward equal to fifty percent (50%) of the District's recovery, up to Seven Hundred Fifty Dollars (\$750.00) per occurrence.

5. Group Life Insurance - The Board shall purchase from any licensed carrier in the State of Ohio, group life insurance for each teacher in the amount of \$40,000.00. The full cost of this program and any increase thereof shall be paid by the Board. Such coverage shall include an option to convert upon retirement. Such licensed carrier shall provide the option that a teacher may increase their life insurance coverage, through payroll deduction, to a maximum of unlimited coverage, if possible, through present insurance carrier.
6. Dental Insurance - The Board shall purchase, through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications of the coverage that was in effect during the 1986-87 school year, for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The cost of family coverage will be split equally between the Board and the bargaining unit member.
7. Labor-Management Health Insurance Committee

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

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

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

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

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

The Administration shall provide the Committee with health and finance information as requested subject to applicable law. The Administration shall pay all reasonable costs incurred that pertain to materials and training in fulfilling the purpose of the Committee. Release time for the members of the Committee shall be made available such as to allow members to complete their purposes during the life of the current Collective Bargaining Agreement if the co-chairs deem it appropriate.

Members of the Committee shall not be subject to any adverse impacts due to membership on said Committee. The Committee shall determine the duration and frequency of all regular meetings. Work products shall be furnished to the Administration and Association on a quarterly basis.

D. STRS Pick-up With Reduction

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

1. The amount to be picked-up and paid on behalf of each such employee shall be ten percent (10%) of the teacher's compensation or as may otherwise be specified by law. The teacher's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No member of the bargaining unit covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings paid hereafter.
5. For Internal Revenue Service purposes, the W-2 form for each teacher shall reflect the actual amount as indicated on the negotiated salary schedule minus the STRS pick-up.
6. The negotiated salary schedule amount for each teacher shall be utilized for all other calculations for the purposes of compensation such as, but not limited to, unemployment compensation, worker's compensation, and severance pay.

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

E. In-service Growth Credit

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

1. In-service Review Board

- a. The In-service Review Board shall be made up as follows: one representative appointed by the Board, one representative of the local Superintendent, one principal appointed by the principals, one elementary teacher, one junior high teacher, and one senior high teacher. The teacher representatives shall be appointed by the Association Executive Committee. The In-service Review Board members shall be appointed during the month of January for a term of two (2) years. Terms shall be staggered. A chairman will be elected by the Board at the May meeting. A majority vote of the total In-service Review Board shall be necessary for action. Complete records must be kept by the In-service Review Board on applications and actions taken for the purpose of establishing precedents and to ensure consistency.

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

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

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

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

2. Procedure

- a. Written application (for tentative approval) must be made to the In-service Review Board by the teacher requesting the credit. It should include a description of project, hours, and/or other pertinent information. All requests for in-service growth credit must be given tentative approval by the In-service Review Board prior to the participation in the activity by the teacher.
- b. Applications for tentative approval of in-service growth credit shall be acted upon at the next regularly scheduled In-service Review Board meeting (except as noted in Section 1 b of this article). The In-service Review Board shall give written notification to the applicant of its decision within three working days following the meeting.
- c. After completion of the in-service activity, the teacher shall present a written report to the In-service Review Board. The report shall include details of the activity and include a statement concerning contribution to teaching improvement.
- d. The In-service Review Board shall review the report at its next regularly scheduled meeting. They will accept or reject the final report, establish the specific index credit, and report to the Board (as stated in Section 1 a of this article).

3. Index for In-service Growth

- a. In-service growth credit granted by the In-service Review Board may be from a minimum of actual cost incurred by the teacher to a maximum of 4% Index. Time spent on the project will be a consideration for compensation. If the committee fails to act within two months after the next scheduled meeting the teacher will automatically get the 4% Index.
- b. Index credit for in-service growth shall be given the next pay period following the regularly scheduled Board meeting at which the In-service Review Board reports such credit allowable.
- c. The index credit shall be figured on the base at the time of payment.
- d. Index credit for in-service growth shall be given separate from any contracted payment.
- e. In-service growth credit shall not be allowed where college credit is received which may be applied toward an increment in the regular salary schedule.
- f. In-service growth credit is not continuing except upon new application.

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

4. In-service Growth Activities

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

F. Tuition for Teacher's Children

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

G. Tuition Reimbursement

To encourage further studies, teachers who have successfully completed additional training, i.e., graduate, undergraduate, or continuing education unit credit hours shall receive reimbursement for such additional training at the rate of two hundred twenty-five dollars (\$225.00) per semester hour or one hundred fifty dollars (\$150.00) per quarter hour. However, the maximum school year payment shall be one thousand two hundred dollars (\$1,200.00) per member to a maximum of forty thousand dollars (\$40,000.00) for each year of this contract with ninety (90) days to submit transcript after completion of course.

- 1. Course work shall be related to the teacher's assignment or shall be a part of a program that will result in an advanced degree in the field of education or recertification.
- 2. The course work shall be from an accredited college or university.
- 3. For the purpose of this section, a school year shall begin on July 1 of one year and end on June 30 of the following year.
- 4. To be eligible for tuition reimbursement, the teacher must submit a request for approval to the Superintendent or designee before the start of the course and a request for stipend payment for additional hours shall be submitted to the Board Treasurer following completion. Payment shall be made within sixty (60) calendar days after receipt of transcript. The teacher must get the prior approval of the Superintendent or designee in order to change the course that a request for tuition

reimbursement has been approved.

5. Credit for conferences, workshops, seminars, etc., from an accredited college or university, will be applied if such credit is given and is related to the teacher's job responsibilities.
6. Any teacher who completes course work during the summer must return to work in the Lexington Local School District to be eligible to claim any reimbursement under this section.

H. Released Time - Staff Development

1. There will be one day scheduled the last week of every month, except in December and May, for released time, staff development.
2. The purpose of the above early release times is for teachers to work on curricular or staff development. Teachers will be released at their regular time.
3. An organizational framework for these meetings will include an agenda to be developed by the staff in collaboration with the building principal.
4. Full attendance will be required for the entire meeting and will be turned in to building principals following each meeting. Minutes of the meetings will be turned in to the building principals for their review.
5. Item #1 will be a mutually agreeable date with the Superintendent and LTA President.

**ARTICLE X-TEACHER EDUCATION CERTIFICATION AND LICENSURE**

- A. The Board and the LTA agree to create, pursuant to R.C. 3319.22 a Local Professional Development Committee, hereinafter LPDC, during and after the 1997-98 school year.
- B. LPDC's - The LPDC shall have three-fifths (3/5) of its membership identified as classroom teachers.
  1. The LPDC shall consist of five (5) members, three teachers, a principal appointed by the Superintendent and the Superintendent or his designee.
  2. The Association shall select the teacher members of the LPDC provided one member is currently or has experience teaching Grades K-4, one member is currently or has experience teaching Grades 5-8, and one member is currently or has experience teaching Grades 9-12.
  3. The Association, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members, subject to the membership

requirements of paragraph 2.

4. The Superintendent shall determine the recall of the principal and Superintendent designee members.
  5. If the Board of Education decides to join a collaborative professional committee covering several school districts, such collaborative committee shall supersede the committee formed under this article. After a one-year period the LPDC may recommend to the Board that the districts discontinue its participation in the collaborative.
  6. Teacher members shall serve terms of three school years provided that the initial appointments shall be one for one year, one for two years and one for three years.
  7. The term of the principal and Superintendent designee shall be three years.
  8. The LPDC (CPDC) shall determine the committee's structure, i.e., president, vice-president, chairperson, etc., and scope of its responsibilities as provided by law.
  9. The decision(s) of the LPDC shall be by majority vote for/by consensus as determined by the LPDC.
  10. The committee shall determine its meeting schedule with the approval of the Superintendent if a meeting is scheduled during the school day.
  11. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled.
  12. Each teacher member of the LPDC shall be paid an annual salary of \$400.00.
  13. Decisions of the LPDC may be appealed to the Board of Education or as otherwise statutory permitted. The Board must act on each appeal at the next regular Board meeting. The Board's decision of each appeal may be processed through the negotiated grievance procedure.
  14. The LPDC shall approve all CEU programs, course work for all certificated/licensed employees, as well as other activities that may provide CEU's and the LPDC shall establish the criteria for the above programs.
  15. The LPDC shall keep and retain records of its meetings, decisions, and recommendations as required by law.
- C. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement except as provided by 4117.10(C) or as provided by this negotiated agreement.

D. National Board Certification Stipends

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

**ARTICLE XI – TEACHER EVALUATION**

Definitions

- A. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- B. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- C. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The percentages for teacher performance and multiple measure of student growth for evaluation purposes shall be two factors, which are weighted equally, which are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- D. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE’s list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
- E. Teacher Performance: The assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.
- F. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this Agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided

for in this Agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this Agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

- G. Poorly Performing Teacher: 1) a teacher who is assigned an OTES performance rating of Ineffective for three (3) consecutive years, or 2) a teacher who receives an OTES performance rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.
- H. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from teacher evaluations that are conducted for the current school year to assign an evaluation rating.
- I. Evaluation Instrument: The process and forms used by the teacher's evaluator shall be the ODE OTES forms.
- J. Student Learning Objective (SLO): a measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- K. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

### Purpose

- A. The purposes of teacher evaluation are:
  - 1. To serve as a tool to advance the professional development of teachers.
  - 2. To give guidance in instructional planning.
  - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
  - 4. To be used for retention and promotion decisions and for the removal of poorly performing teachers provided, however, that seniority shall not be a basis to retain or recall a teacher except when making decisions between teachers that have comparable evaluations.

## Application

The teacher evaluation procedure contained in this Agreement applies only to members of the LTA bargaining unit who spend at least fifty percent (50%) of their time providing student instruction.

## Evaluators

- A. An evaluator must be an OTES-credentialed, properly certified, contracted employee of the District.
- B. The person who is responsible for assessing a teacher's performance shall be:
  - 1. The teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
  - 2. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
  - 3. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.
- C. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, Union membership or Union activism.

## Evaluation Advisory Committee

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

### B. Committee Composition

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

### C. Committee Operation

- 1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- 2. Members of the committee will receive OTES training prior to beginning their work.

3. The committee will establish by mutual agreement a meeting calendar.
4. Committee agendas will be developed jointly by the co-chairpersons of the committee.
5. All decisions of the committee will be achieved by consensus.
6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be read aloud at the commencement of every meeting and will be reviewed annually unless waived by consensus. Consensus shall be defined by the committee.
7. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.
8. Minutes of meetings will be distributed to committee members, Association President, and District Superintendent within seven (7) days following meetings of the committee.
9. The committee may establish subcommittees to assist with their work.
10. Subcommittees will be jointly appointed by the Superintendent/designee and the Association President/designee.
11. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board with advanced approval by the Superintendent.

D. Committee Authority

1. The committee is responsible for jointly reviewing and recommending the policy, procedure and/or process, and revisions to address concerns.
2. The committee shall not have the authority to negotiate.
3. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this Agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the Agreement, then said recommendation shall be subject to ratification by the Board and the Association.
4. 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.

### Orientation

- A. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator. A teacher will be notified in writing of any change in his/her evaluator within two (2) weeks of the change.
- B. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within four (4) weeks of the first day in a new assignment.

### Schedule for Evaluation

- A. The evaluation shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the 10<sup>th</sup> day of May.
- B. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

### Criteria for Teacher Evaluation

- A. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the OTES evaluation instrument, Appendix D to this Agreement.
- B. All observation of the work performance of a teacher through the OTES process shall be conducted openly and with full knowledge of the teacher.
- C. All results and conclusions of teacher evaluations must be documented and supported by evidence.
- D. No video or audio recording shall be made or used at any time during the observation/evaluation process.

### Observations

#### Schedule of Observations

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. If, after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.

### Observation Conference

1. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. This conference will occur no later than one (1) week prior to the formal observation.
2. A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
3. A teacher or their evaluating administrator may request a formal observation at any time in addition to those required by this procedure.

### Walkthroughs

- A. A walkthrough is a formative written assessment piece that focuses on the following components:
  1. Evidence of planning;
  2. Lesson delivery;
  3. Differentiation;
  4. Resources;
  5. Classroom environment;
  6. Student engagement; and,
  7. Assessment.
- B. The walkthrough shall not exceed fifteen (15) consecutive minutes in duration.
- C. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

- D. The teacher shall be provided a copy of the completed walkthrough form which will focus on no more than three (3) of the components listed above. A post-walkthrough conference may be requested by the teacher or the evaluating administrator.
- E. At least two (2), but no more than four (4), walkthroughs per school year shall occur for each teacher being evaluated.
- F. The walkthrough form used shall be the one provided by the OTES system to ensure all aspects of the teacher performance are evidence-based.

#### Improvement of Deficiencies Identified During Observations

- A. Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
- B. The evaluator involved shall make recommendations and will assist the teacher for the purpose of improvement of identified deficiencies.
- C. The evaluator and teacher shall develop a plan for improvement of identified deficiencies, and such plan shall be reduced to writing and provided to the teacher.
- D. The improvement plan, as outlined in this section, shall detail:
  - 1. Performance issues documented as deficient;
  - 2. Specific performance expectations;
  - 3. Sufficient timelines to allow for the improvement of identified instructional deficiencies; and
  - 4. The provision for a teacher mentor/coach, if requested by the evaluator or teacher. The mentor/coach will be provided release time as needed to allow for meetings/observations with the teacher under an improvement plan.
- E. If an improvement plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the teacher evaluation process for the remainder of the school year. An improvement plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.
- F. If an improvement plan is developed after March 1, the plan shall be continued into the next school year if the teacher remains employed by the Board.
- G. Other deficiencies observed first-hand by a building administrator regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to

the teacher within five (5) workdays after the observed deficiency occurs. The building administrator shall provide, in writing, to a teacher any plan for improvement of identified instructional deficiencies.

#### Finalization of Evaluation

##### A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher, and a conference shall be held between the teacher and the evaluator.

##### B. Completion of Evaluation Cycle

1. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.
2. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this Article once every two (2) school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the 10<sup>th</sup> day of May of that school year.

##### C. Response to Evaluation

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

#### Professional Development

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

1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation cycle as set forth in this Agreement.

2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this Agreement.
3. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this Agreement.

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

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

#### Improvement Plans

- A. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.
- B. The professional improvement plan shall include:
  1. Specific performance expectations, resources, and assistance to be provided;
  2. Its completion; and,
  3. Monetary, time, material, and human resources as approved in advance by the Superintendent.
  4. Protections
    - a. Other than a notation to the effect that a teacher served as a Mentor/Coach, the teacher's activities as a Mentor/Coach shall not be part of that staff member's evaluation.
    - b. A Mentor/Coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
    - c. No Mentor/Coach shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.

- d. At any time, the Mentor/Coach or the teacher may exercise the option to have a new Mentor/Coach assigned to the teacher, without repercussion.

Due Process

- A. A teacher may request a review of student growth data by their evaluator if a discrepancy is suspected.
- B. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- C. Any violation of either procedural or substantive due process shall be addressed through the grievance procedure.

Personnel Action Requirements

- A. The evaluation procedure contained in this Agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three (3) years of data have been collected and three (3) evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
- B. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this Agreement. A teacher's evaluation cycle shall not be completed until he/she has been provided a written report of the results of his/her evaluation.
- C. Until three (3) years of data have been collected and three (3) evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction, or recall of any teacher shall continue to be governed by the terms set forth in this Agreement.
- D. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Skilled for all teachers for purposes of eTPES reporting.

Bargaining unit members who spend less than fifty percent (50%) of their time in teaching students shall follow the performance evaluation portion of OTES.

In the event that OTES is mandatorily postponed by the legislature, this shall go into effect at the earliest permitted time and any legislative changes shall be addressed through a memorandum of understanding.

**ARTICLE XII – CALAMITY DAYS**

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

### **ARTICLE XIII-EFFECTS AND DURATION OF CONTRACT**

A. Duration of Contract

The terms of this contract shall be effective from September 1, 2014, through August 31, 2017.

B. Effects of Contract

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

C. Provisions Retention Clause

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

D. Personnel Policies and Practices

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

E. Amendment Procedure

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

F. Publishing the Master Contract

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

G. Contrary to Law

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

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

H. Term of Contract

The articles of this contract shall become effective at 12:01 a.m. September 1, 2014, following the ratification by both parties and the written execution thereof. This agreement is made and entered into at Lexington, Ohio, on this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Board and Association.

I. Agreement

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

LEXINGTON BOARD OF EDUCATION	LEXINGTON TEACHERS ASSOCIATION
By <u>Robert H. W. [Signature]</u> Date <u>12-18-14</u>	By <u>Rebecca Bifeyer [Signature]</u> Date <u>12-18-14</u>
President	President
By <u>Nike Ziegelhofer [Signature]</u> Date <u>12-17-14</u>	By <u>Rachel Smith [Signature]</u> Date <u>12-18-14</u>
Superintendent	Negotiations Team Member
By _____ Date _____	By _____ Date _____
Treasurer	Negotiations Team Member

APPENDIX A

Teachers' Salary Index

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

APPENDIX A-1

Teachers' Salary Schedule 2014-2015  
 Base \$31,032  
 Effective September 1, 2014 School Year

	BS DEG	BS+10	BS+20	MS DEG	MS+10	MS+20	MS+30	MS+40 ED SP	DR DEG
STEP 0	\$31,032	\$31,963	\$32,894	\$34,135	\$35,066	\$35,997	\$36,618	\$37,238	\$38,790
STEP 1	\$32,273	\$33,204	\$34,135	\$35,687	\$36,618	\$37,549	\$38,169	\$38,790	\$40,652
STEP 2	\$33,670	\$34,601	\$35,532	\$37,238	\$38,169	\$39,100	\$39,721	\$40,342	\$42,514
STEP 3	\$35,066	\$35,997	\$36,928	\$38,790	\$39,721	\$40,652	\$41,273	\$41,893	\$44,376
STEP 4	\$36,463	\$37,394	\$38,325	\$40,342	\$41,273	\$42,204	\$42,824	\$43,445	\$46,238
STEP 5	\$37,859	\$38,790	\$39,721	\$42,204	\$43,134	\$44,065	\$44,686	\$45,307	\$48,410
STEP 6	\$39,411	\$40,342	\$41,273	\$44,065	\$44,996	\$45,927	\$46,548	\$47,169	\$50,582
STEP 7	\$40,962	\$41,893	\$42,824	\$45,927	\$46,858	\$47,789	\$48,410	\$49,031	\$52,754
STEP 8	\$42,514	\$43,445	\$44,376	\$47,789	\$48,720	\$49,651	\$50,272	\$50,892	\$54,927
STEP 9	\$44,065	\$44,996	\$45,927	\$49,652	\$50,582	\$51,513	\$52,134	\$52,754	\$57,409
STEP 10	\$45,772	\$46,703	\$47,634	\$52,134	\$53,065	\$53,996	\$54,616	\$55,237	\$59,892
STEP 11	\$47,479	\$48,410	\$49,341	\$54,306	\$55,237	\$56,168	\$56,789	\$57,409	\$62,374
STEP 12	\$48,720	\$49,651	\$50,582	\$55,858	\$56,789	\$57,720	\$58,340	\$58,961	\$65,478
STEP 15	\$49,806	\$50,737	\$51,668	\$57,099	\$58,030	\$58,961	\$59,581	\$60,202	\$66,719
STEP 18	\$50,892	\$51,823	\$52,754	\$58,340	\$59,271	\$60,202	\$60,823	\$61,443	\$67,960
STEP 21	\$51,979	\$52,910	\$53,841	\$59,581	\$60,512	\$61,443	\$62,064	\$62,685	\$69,201
STEP 24	\$53,065	\$53,996	\$54,927	\$60,823	\$61,754	\$62,685	\$63,305	\$63,926	\$70,443

APPENDIX A-2

Teachers' Salary Schedule 2015-2016  
 Base \$31,653  
 Effective September 1, 2015 School Year

	BS DEG	BS+10	BS+20	MS DEG	MS+10	MS+20	MS+30	MS+40 ED SP	DR DEG
STEP 0	\$31,653	\$32,603	\$33,552	\$34,818	\$35,768	\$36,717	\$37,351	\$37,984	\$39,566
STEP 1	\$32,919	\$33,869	\$34,818	\$36,401	\$37,351	\$38,300	\$38,933	\$39,566	\$41,465
STEP 2	\$34,344	\$35,293	\$36,243	\$37,984	\$38,933	\$39,883	\$40,516	\$41,149	\$43,365
STEP 3	\$35,768	\$36,717	\$37,667	\$39,566	\$40,516	\$41,465	\$42,098	\$42,732	\$45,264
STEP 4	\$37,192	\$38,142	\$39,091	\$41,149	\$42,098	\$43,048	\$43,681	\$44,314	\$47,163
STEP 5	\$38,617	\$39,566	\$40,516	\$43,048	\$43,998	\$44,947	\$45,580	\$46,213	\$49,379
STEP 6	\$40,199	\$41,149	\$42,098	\$44,947	\$45,897	\$46,846	\$47,480	\$48,113	\$51,594
STEP 7	\$41,782	\$42,732	\$43,681	\$46,846	\$47,796	\$48,746	\$49,379	\$50,012	\$53,810
STEP 8	\$43,365	\$44,314	\$45,264	\$48,746	\$49,695	\$50,645	\$51,278	\$51,911	\$56,026
STEP 9	\$44,947	\$45,897	\$46,846	\$50,961	\$51,911	\$52,861	\$53,494	\$54,127	\$58,558
STEP 10	\$46,688	\$47,638	\$48,587	\$53,177	\$54,127	\$55,076	\$55,709	\$56,342	\$61,090
STEP 11	\$48,429	\$49,379	\$50,328	\$55,393	\$56,342	\$57,292	\$57,925	\$58,558	\$63,623
STEP 12	\$49,695	\$50,645	\$51,594	\$56,975	\$57,925	\$58,875	\$59,508	\$60,141	\$66,788
STEP 15	\$50,803	\$51,753	\$52,702	\$58,242	\$59,191	\$60,141	\$60,774	\$61,407	\$68,054
STEP 18	\$51,911	\$52,861	\$53,810	\$59,508	\$60,457	\$61,407	\$62,040	\$62,673	\$69,320
STEP 21	\$53,019	\$53,968	\$54,918	\$60,774	\$61,723	\$62,673	\$63,306	\$63,939	\$70,586
STEP 24	\$54,127	\$55,076	\$56,026	\$62,040	\$62,989	\$63,939	\$64,572	\$65,205	\$71,852

APPENDIX A-3

Teachers' Salary Schedule 2016-2017  
 Base \$32,286  
 Effective September 1, 2016 School Year

	BS DEG	BS+10	BS+20	MS DEG	MS+10	MS+20	MS+30	MS+40 ED SP	DR DEG
STEP 0	\$32,286	\$33,255	\$34,223	\$35,515	\$36,483	\$37,452	\$38,097	\$38,743	\$40,358
STEP 1	\$33,577	\$34,546	\$35,515	\$37,129	\$38,097	\$39,066	\$39,712	\$40,358	\$42,295
STEP 2	\$35,030	\$35,999	\$36,967	\$38,743	\$39,712	\$40,680	\$41,326	\$41,972	\$44,232
STEP 3	\$36,483	\$37,452	\$38,420	\$40,358	\$41,326	\$42,295	\$42,940	\$43,586	\$46,169
STEP 4	\$37,936	\$38,905	\$39,873	\$41,972	\$42,940	\$43,909	\$44,555	\$45,200	\$48,106
STEP 5	\$39,389	\$40,358	\$41,326	\$43,909	\$44,878	\$45,846	\$46,492	\$47,138	\$50,366
STEP 6	\$41,003	\$41,972	\$42,940	\$45,846	\$46,815	\$47,783	\$48,429	\$49,075	\$52,626
STEP 7	\$42,618	\$43,586	\$44,555	\$47,783	\$48,752	\$49,720	\$50,366	\$51,012	\$54,886
STEP 8	\$44,232	\$45,200	\$46,169	\$49,720	\$50,689	\$51,658	\$52,303	\$52,949	\$57,146
STEP 9	\$45,846	\$46,815	\$47,783	\$51,980	\$52,949	\$53,918	\$54,563	\$55,209	\$59,729
STEP 10	\$47,622	\$48,590	\$49,559	\$54,240	\$55,209	\$56,178	\$56,823	\$57,469	\$62,312
STEP 11	\$49,398	\$50,366	\$51,335	\$56,501	\$57,469	\$58,438	\$59,083	\$59,729	\$64,895
STEP 12	\$50,689	\$51,658	\$52,626	\$58,115	\$59,083	\$60,052	\$60,698	\$61,343	\$68,123
STEP 15	\$51,819	\$52,788	\$53,756	\$59,406	\$60,375	\$61,343	\$61,989	\$62,635	\$69,415
STEP 18	\$52,949	\$53,918	\$54,886	\$60,698	\$61,666	\$62,635	\$63,281	\$63,926	\$70,706
STEP 21	\$54,079	\$55,048	\$56,016	\$61,989	\$62,958	\$63,926	\$64,572	\$65,218	\$71,998
STEP 24	\$55,209	\$56,178	\$57,146	\$63,281	\$64,249	\$65,218	\$65,863	\$66,509	\$73,289

APPENDIX B  
Extra Duty Pay Schedule

<u>POSITION</u>	<u>EXPERIENCE - YEARS</u>			
	<u>0</u>	<u>2</u>	<u>4</u>	<u>7</u>
*Track Coordinator	.16	.18	.20	.22

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

A. Varsity Coaches - High School

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

B. Assistant Coaches - High School

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

<u>POSITION</u>	<u>EXPERIENCE - YEARS</u>			
	<u>0</u>	<u>2</u>	<u>4</u>	<u>7</u>
<u>C. Freshman Coaches - High School</u>				
1. Football	.09	.10	.11	.12
2. Basketball	.09	.10	.11	.12
3. Track	.07	.08	.09	.10
4. Baseball	.07	.08	.09	.10
5. Volleyball	.07	.08	.09	.10
6. Soccer	.07	.08	.09	.10
7. JV Golf	.07	.08	.09	.10
<u>D. Junior High Coaches</u>				
1. Football	.09	.10	.11	.12
2. Basketball	.09	.10	.11	.12
3. Wrestling	.07	.08	.09	.10
4. Track	.07	.08	.09	.10
5. Volleyball	.07	.08	.09	.10
6. Cross Country	.07	.08	.09	.10
7. Swimming	.07	.08	.09	.10
8. Junior High Swim Club	.07	.08	.09	.10
<u>E. Cheerleading Advisors</u>				
1. High School (Varsity/Reserve)	.10	.11	.12	.13
2. Freshmen	.05	.06	.07	.08
3. Junior High (7th & 8th)	.06	.07	.08	.09
<u>F. Intra-School Coaches</u>				
1. High School Intramurals (Boys)	.04	.05	.06	.07
2. Elementary Intramurals (Boys)	.04	.05	.06	.07
3. Elementary Intramurals (Girls)	.04	.05	.06	.07
4. Elementary Wrestling	.04	.05	.06	.07
5. Flag Football Coordinator (Boys)	.04	.05	.06	.07
6. Adult Recreation Director	\$231.00			
<u>G. Athletic Directors</u>				
1. H.S. Ass't. A.D. (includes 2 periods for AD in schedule and 10 days of extended time at the per diem rate the individual is on the salary schedule)**	.08	.10	.12	.14
2. Junior High A.D. (includes 1 period for AD in schedule)	.12	.13	.14	.16

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

<u>POSITION</u>	<u>EXPERIENCE - YEARS</u>			
	<u>0</u>	<u>2</u>	<u>4</u>	<u>7</u>
<u>H. Music Department</u>				
1. Marching Band Director	.19	.21	.23	.25
2. *Ass't. Marching Band Director	.13	.14	.15	.16
3. High School Instrumental Music Director	.10	.11	.12	.13
4. Band/Flag Core Advisor	.13	.14	.15	.16
5. High School Choir Director	.13	.15	.17	.19
6. Jr. High Orchestra	.02	.03	.04	.05
7. Ass't Instrumental Music Director (Approved 8/93)	.08	.09	.10	.11
8. Winter Guard	.05	.06	.07	.08
<u>I. Other Activities</u>				
1. Yearbook Advisor (H.S.)(2 Advisors)	.08	.09	.10	.11
2. Dramatics Director (per play)	.05	.06	.07	.08
3. Bus Supervisor (Elementary)	.05	.06	.07	.08
4. School Patrol (Elementary)	.03	.04	.05	.06
5. Building Tech Assistant	.05	.06	.07	.08
6. IAT Chairperson	.05	.06	.07	.08
7. ETR/MFE (Evaluation Team Report / Multi-Factored Evaluation Chairperson) – each building (ETR and MFE are interchangeable)	.05	.06	.07	.08
8. H.E.A.R.T.	.05	.06	.07	.08
9. Informed Teens	.04	.05	.06	.07
10. Math Counts – Grades 4-8	.04	.05	.06	.07
11. CACY Advisor	.04	.05	.06	.07
12. Academic Challenge (Eastern)	.04	.05	.06	.07
13. LPDC Supplemental Pay Stipend - \$400				
14. Building Head Teacher	.02	.03	.04	.05
15. Class Advisor - High School	.02	.03	.04	.05
16. Class Advisor - High School 11th & 12th	.05	.06	.07	.08
17. Junior/Senior Prom Advisor	.05	.06	.07	.08
18. Auditorium State Mgr. - High School	.04	.05	.06	.07
19. Chapter 1 Coordinator (Approved 6-27-91)	.02	.02	.02	.02
20. Academic Awards Coordinator – High School	.05	.06	.07	.08
21. Academic Awards Coordinator – Junior High	.03	.04	.05	.06

POSITION

EXPERIENCE - YEARS

0      2      4      7

22. Approved Clubs: .04      .05      .06      .07

Junior High

High School

Spelling Bee

Industrial Arts

French

Photo

Spanish

F.T.A

Art

German

Chess

Student Council

Key Club

Math

\*\*Destination Imagination

Destination Imagination

Leos

\*\*Power of the Pen

Newspaper

Drama

\*\*Academic Challenge

Student Council CHUMS

CACY

Academic Challenge

Art

Math Counts (6-8)

National Honor Society

Leadership

Yearbook

Mock Trial

Dept. Chair

Eastern

Spelling Bee

\*\*Experience among these activities is interchangeable.

J. Extended Service

- 1. Guidance Counselors .20  
(Jr. High & H.S.) - 10 months
- 2. Librarians  
(Jr. High & H.S.) - 10 days at per diem pay
- 3. Elementary Librarians - two days prior to and two days after school year at per diem pay.
- 4. Elementary Counselors – 10 days extended time (5 at end of school year, 5 at beginning of school year) compensated at 7% of base salary.

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

K. Extra-Duty Compensation for Above Positions

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

3. Additional salary allotments for additional duties shall be computed by multiplying the earned index figure by the salary base.
4. Current employees who have ten years experience at a lower level (i.e., junior high school coaching) and move to a higher level (i.e., high school coaching) shall be placed at Step 4 in the new position.
5. New employees who have ten years experience at a lower level (i.e., junior high school coaching) and move to a higher level (i.e., high school coaching) may be placed at Step 4 in the new position.
6. Beginning with the 2000-01 school year, there will be two new supplemental positions: Building Technical Assistant and Intervention Assistance Team (I.A.T.) Chairperson. Rates will be zero year's experience - .05, after two years' experience - .06, after four years' experience - .07, after ten years' experience - .08. These positions will be posted and filled (see Appendix B).

L. Payment for Additional Duties

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

Fall Sports	Three [3] payments - September 1, October 1, and November 20
Winter Sports	Three [3] payments - December 15, January 15, and March 1
Spring Sports	Three [3] payments - April 1, May 1, and June 15
Cheerleader Advisor	First pay, November 20; second pay, March 1
Clubs & Other Activities	50% in first pay after end of first semester 50% in first pay after end of second semester

GRIEVANCE FORM

Grievance # \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_

A. Statement of Grievance

B. Relief Sought

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

STEP ONE  
(Appropriate Supervisor)

Appropriate Supervisor \_\_\_\_\_

Date filed \_\_\_\_\_

Disposition of Supervisor:

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

STEP TWO  
(Superintendent)

Position of Aggrieved and/or Association:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

Disposition of Superintendent:

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

STEP THREE  
(Board)

Position of Aggrieved or Association:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

Disposition of the Board:

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Date

STEP FOUR  
(Arbitration)

Position of Aggrieved or Association:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date



LEXINGTON LOCAL SCHOOLS  
APPLICATION FOR LEAVE OF ABSENCE

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL OR DEPARTMENT \_\_\_\_\_

I hereby request a Leave of Absence without pay beginning \_\_\_\_\_  
Month

\_\_\_\_\_ and ending \_\_\_\_\_  
Day Year Day Year

for the reason checked below:

\_\_\_\_\_ Illness, Disability\*

\_\_\_\_\_ Military\*

\_\_\_\_\_ Pregnancy\*

\_\_\_\_\_ Professional,  
Educational  
Study

\_\_\_\_\_ Maternity/Paternity/  
specify)

\_\_\_\_\_ Other (please Adoption\*  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

\_\_\_\_\_  
Superintendent  
(per Board of Education resolution)

LEXINGTON LOCAL SCHOOLS

EMERGENCY SECURITY PROGRAM  
(Sick Leave Pool)

DONATION AND APPLICATION FORM

NAME \_\_\_\_\_

DATE \_\_\_\_\_

SCHOOL \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Donator

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

\_\_\_\_\_ New Application

\_\_\_\_\_ Renewal Application

A Reason(s) for Making Application \_\_\_\_\_  
P  
P  
L  
I  
C  
A  
T  
I  
O  
N

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expiration date of accrued and/or advanced sick leave: \_\_\_\_\_

\_\_\_\_\_

Name and address of attending physician(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Expected date of return to work: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

cc: Treasurer's Office

LEXINGTON LOCAL SCHOOL DISTRICT

ASSAULT LEAVE

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL OR DEPARTMENT \_\_\_\_\_

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

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

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, 20\_\_\_\_ and ending  
Time Day Month Year

at \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, 20\_\_\_\_.  
Time Day Month Year

Medical attention \_\_\_\_\_ required.  
was/was not

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

Name of Physician \_\_\_\_\_

Office Address \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Superintendent

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

**Lexington City Schools  
Summary of Benefits**

Covered Benefits	Network	Non-Network
<b>Deductable (Single/Family)</b>	\$100/\$200	\$200/\$400
<b>Out-of-Pocket Limit (Single/Family)</b>	\$500/\$1,000	\$1,000/\$2,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>allergy injections (PCP and SCP)</li> <li>allergy testing</li> <li>routine and non-routine mammograms (regardless of outpatient setting)</li> <li>diabetic education (regardless of outpatient setting)</li> <li>certain medical nutritional therapy (regardless of outpatient setting)</li> <li>MRA's, MRI's, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds</li> </ul>	\$10/\$10  \$5 No copayment/coinsurance \$10  \$10 \$10  No copayment/coinsurance	20%  20% 20% 20%  20% Not Covered  20%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision And Hearing exams <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	\$10/\$10 No copayment/coinsurance	20% 20%
<b>Emergency and Urgent Care</b> <ul style="list-style-type: none"> <li>Emergency Room Services @ Hospital (facility/other covered service) (copayment waived if admitted)</li> <li>Urgent Care Center Services</li> </ul>	\$50  \$35	\$50  \$35
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>Medical Care visits (1per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and newborn exams</li> </ul>	No copayment/coinsurance	20%
<b>Inpatient Facility Services</b> Unlimited days except for: <ul style="list-style-type: none"> <li>60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation therapy services on an outpatient basis)</li> <li>90 days Network/Non-Network combined for skilled nursing facility</li> </ul>	No copayment/coinsurance	20%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	No copayment/coinsurance	20%
<b>Other Outpatient Services</b> (including but not limited to): <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRI's, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services</li> <li>Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy)</li> <li>Durable Medical Equipment and Orthotics (Network/Non-network combined)</li> <li>\$4,000 benefit maximum (excluding Prosthetic Devices and Medical Supplies)</li> <li>Prosthetic Devices \$4,000 benefit maximum</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	No copayment/coinsurance  No copayment/coinsurance  No copayment/coinsurance	20%          No copayment/coinsurance No copayment/coinsurance

Covered Benefits	Network	Non-Network
<b>Outpatient Therapy Services</b> <b>(Combined Network &amp; Non-Network limits apply)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical therapy: 30 visits</li> <li>Occupational therapy: 30 visits</li> <li>Manipulation therapy: 35 visits</li> <li>Speech therapy: 20 visits</li> </ul>	\$10/\$10 No copayment/coinsurance	20% 20%
<b>Non-biologically Based Mental Illness and Substance Abuse<sup>2</sup></b> <b>(limits and maximums apply)</b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> <b>Inpatient:</b> 20 Network days (includes inpatient mental health Non0Network) <b>Outpatient:</b> 30 Network visits 10 Non-Network mental health visits Combined Inpatient and outpatient substance abuse \$550 Non-Network <i>(Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)</i>	No copayment/coinsurance \$10/\$10 No copayment/coinsurance	20% 20% 20%
<b>Biologically Based mental Illnesses paid same as any other illness.</b>		
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No copayment/coinsurance	50%
<b>Prescription Drugs<sup>4</sup></b> <b>Network Tier structure equals 1/2/3 (and4, if applicable)</b> <ul style="list-style-type: none"> <li>Network Retail Pharmacies: (30-day supply) Includes diabetic test strip</li> <li>Anthem Rx Direct mail Service: (90-day supply) Includes diabetic test strip</li> </ul>	\$8/\$15/\$25  \$16/\$30/\$50	50%, min \$30 <sup>5</sup>  Not covered
<b>Medicare Rx-Wrap</b>		
<b>Specialty Medications</b> must be obtained via our Specialty Pharmacy Network in order to receive network level benefits.		
<b>Lifetime Maximum (Combined Network and Non-network)<sup>6</sup></b>	\$2 million	\$2 million

## Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to the end of the calendar year which the child attains age 19; or to the end of the calendar year which the child attains year 25 if the child qualifies as a full-time student.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.

- *Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.*
- *Benefit period = calendar year*

- 1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.*
- 2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.*
- 3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*
- 4 If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum, applies to Network Retail and mail-Service combined.*
- 5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.*
- 6 Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.*

*Precertification*

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

*Pre-existing Exclusion Period does not apply.*

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