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STATE EMPLOYMENT
RELATIONS BOARD

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Master Agreement

Between

**New Lebanon School District
Board of Education**

and

**New Lebanon Federation of Teachers
Local 4468**

July 1, 2011 through June 30, 2014

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The New Lebanon Board of Education, hereinafter referred to as the ("Board") and the New Lebanon Federation of Teachers, hereinafter referred to as the ("NLFT"), enter into this Agreement as hereinafter set forth, based on the respective obligations and liabilities of the parties.

Because of the above, it is understood and agreed that:

- A. The Board, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his/her staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the NLFT subscribe to the principle that differences should be resolved peacefully through negotiations and/or the grievance procedure without interruption to the school program.

ARTICLE 1 RECOGNITION

- 1.01 The Board recognizes the New Lebanon Federation of Teachers as the sole and exclusive representative to the certificated/licensed teaching staff as used herein shall include all full time and regular part-time teachers, speech and hearing therapists, counselors, intervention specialists, certificated/licensed librarians tutors, and nurses of the District. Substitute teachers, school psychologists, technology coordinator, administrators, and supervisors shall not be included for the purposes of recognition.
- 1.02 The term "teacher" as used in this Agreement shall include all those certificated/licensed persons over whom the NLFT has recognition rights.
- 1.03 Tutors
 - A. Tutors shall be employed on an as needed basis and paid at the hourly rates set forth herein. Tutors shall be entitled to accumulate and use sick leave. The teacher evaluation procedure shall not apply to the tutors. Tutors shall have layoff and recall rights only as tutors, not as other teachers. Tutors shall not receive service credit for time employed by the Board as tutors for purposes of salary schedule placement. Tutors shall not be entitled to health, life or dental insurance, nor any other benefit provided by this Agreement unless specifically set forth in this agreement.

ARTICLE 2 BOARD RIGHTS

- 2.01 The Board, by mutual agreement with the NLFT, commits itself to such

association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, and except to the extent specifically modified by this Agreement shall include the responsibility for and the right:

- A. To maintain executive management and administrative control of the School System and its properties and facilities and the instructional activities of its employees as related to the conduct of school affairs.
 - B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, discipline, or their dismissal or demotion; and to promote and transfer all such employees.
 - C. To delegate authority through recognized administrative channels according to Board policy.
 - D. To determine job schedules, the hours of employment, level of the work force and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- 2.02 The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 3 FEDERATION RIGHTS

- 3.01 Exclusive Rights - With exceptions granted in Ohio Revised Code Chapter 4117 and by S.E.R.B., the only teacher organization to have the sole and exclusive rights to the items enumerated in this Article is the New Lebanon Federation of Teachers.
- 3.02 Bulletin Boards - The NLFT shall have the right to post notices of its activities and matters of NLFT concern on bulletin boards of reasonable size in the teachers' workroom or lounge area. Said bulletin boards shall be provided by the NLFT. Such bulletin boards already installed shall be maintained. One (1) said bulletin board will be provided/maintained in each school building.

- 3.03 Use of School Buildings - The NLFT will be permitted, with prior approval of the administration and with completion of the appropriate forms, to use the school buildings at reasonable times for meetings provided that when special custodial services are required, the Board shall make the usual charge therefore.
- 3.04 Use of School Equipment - The NLFT may use Board equipment for the purpose of printing NLFT newsletters for distribution to its members or members of the bargaining unit. Such usage shall not interfere with the preparation of other materials. The NLFT will supply its own paper and pay any direct costs of operating the equipment.
- 3.05 Telephones - The NLFT may use building telephones to transact NLFT business at such times as will not interfere with normal school usage of the telephones. Such usage shall not include long distance calls charged to the Board nor shall such usage be during the member's instructional or assigned duty time.
- 3.06 Mail Facilities - The NLFT may use the School District mail service and teacher mailboxes for communication to its membership so long as the use of such service does not impose additional costs upon the Board.
- 3.07 Board Provided Information - The NLFT President shall be provided with one (1) copy of the Board meeting agenda at the same time it is sent to the administrative staff.

The NLFT President shall be furnished, on request, a copy of all non-confidential documents, reports, and records required to be kept by the School District as a matter of law.

3.08 NLFT Membership Dues/Service Fee Selection and Payroll Deduction

All bargaining unit members hired after June 30, 1999, shall choose to become members of the NLFT or shall choose to pay a service fee equal to the dues deduction for membership in the NLFT and its affiliates, provided no part of said service fee is used for political activity.

- A. Annually, prior to September 5, each teacher shall sign and deliver to the NLFT Treasurer an Assignment Form where each teacher designates their choice to pay NLFT dues or a service fee, designates the method of payment (payroll deduction or direct pay), and, if payroll deduction is selected, provides authorization for payroll deduction of NLFT membership dues and service fees. The NLFT Treasurer will deliver a copy of the Assignment Form to the District Treasurer and will provide the District Treasurer with a listing of the annual membership dues and service fee amounts to be deducted from each teacher's pay no later than September 10. In accordance with the submitted documentation, the deduction of NLFT membership dues and service fees shall be made from

each paycheck for twenty (20) pay periods beginning with the second pay in September. This time period is designated as the Dues Collection Period.

- B. The prior year's Assignment Form will be used for each teacher if a new Assignment Form is not completed prior to the designated deadline.
 - C. New teachers shall be given a thirty (30) day grace period prior to completing the Assignment Form to allow time to make their decision to become an NLFT member or service fee contributor as provided for in Ohio Revised Code 4117.09.
 - D. New teachers must provide the NLFT Treasurer with a completed Assignment Form immediately at the end of the 30 day grace period. Payroll deductions of dues and service fees for new teachers will begin the next pay period after the Treasurer's Office receives the Assignment Form from the NLFT Treasurer and the dues/fees will be divided out equally over the remaining pay periods per the Dues Collection Period defined above. Teachers who are employed as of the first day of the school year will be required to pay the entire NLFT dues and/or service fee. Teachers who are employed in the middle of a school year will pay a pro-rated amount determined by the NLFT Treasurer and communicated in writing to the District Treasurer.
 - E. Teachers who elect to pay service fees have the right to submit a written request to the NLFT Treasurer for a copy of the service fee report and to ask for a rebate of the difference between regular dues and the service fee. The request for a rebate must be submitted in writing to the NLFT Treasurer prior to the end of the first semester. The NLFT Treasurer will make the payment of the rebate after the first semester.
 - F. The NLFT indemnifies and holds the Board and/or its representatives harmless against any and all claims, demands, suits, or other liability arising out of action taken by, or on behalf of, any member of the bargaining unit in opposition to service fees, and/or all other claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this Article and the transmittal of dues to the NLFT.
- 3.09 Federation Conferences/Conventions - The Superintendent shall authorize up to a combined total of six (6) days per year for NLFT members elected or chosen by their Executive Board to serve on programs in any capacity at NLFT conferences or conventions. If the administration decides that substitutes are needed, the cost will be the responsibility of the Board. The Superintendent shall authorize up to a combined total of four (4) days per year for NLFT members to elected or chosen by their Executive Board to attend American Federation of Teachers/Ohio Federation of Teachers officially organized rallies and/or to provide testimony to

the Ohio General Assembly. If the Superintendent decides that substitutes are needed, the cost will be the responsibility of the Federation.

3.10 Service Fee/Dues Deduction

- A. At the effective date of this contract, all new hires who are members of the bargaining unit shall elect to become members of the NLFT or shall have a service fee equal to the dues deduction for membership in the NLFT and its affiliates deducted from their paychecks, provided no part of said service fee is used for political activity. The Board and District Administration shall explain service-fee to a new hire.
- B. New employees shall be given a thirty (30) day grace period during which to make their decision as provided for in Ohio Revised Code 4117.09.
- C. All service fee payments shall be payroll deduction without authorization from the said employee(s). The service fee will be the same amount as NLFT dues paying members.
- D. The NLFT shall notify the Treasurer of the Board of those who will pay a service fee and any changes to that list. The service fee will be deducted in equal installments from said employee's paycheck.
- E. Service fee-paying employees will have the right to submit a written request to the NLFT Treasurer, for a copy of the service fee report. Any service fee-paying employee shall have the right to ask for a rebate of the difference between regular dues and the service fee. In order to receive this rebate, service fee-paying members shall submit a request in writing to the NLFT Treasurer asking for said rebate by the end of the first semester. The NLFT Treasurer will make payment of the said rebate after the first semester.
- F. The NLFT indemnifies and holds the Board harmless against any and all claims, demands, suits, or other liability arising out of action taken by, or on behalf of, any member of the bargaining unit in opposition to service fee.

ARTICLE 4

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 4.01 The Board and the NLFT have developed a Local Professional Development Committee (LPDC) according to Senate Bill 230. The guidelines for this Committee are available through the Local Professional Development Committee secretary. Compensation for members of this Committee who are members of the bargaining unit is found in the list of supplemental offerings.

ARTICLE 5
EXECUTIVE ADVISORY COUNCIL

- 5.01 In the interest of sound contract administration and bilateral communication, a council shall be formed. This council shall be composed of the NLFT President and three other members of the NLFT Executive Board who will meet with the Superintendent to discuss matters of mutual concern. These representatives will be chosen by the first meeting of the year and be representative of all buildings. The council will meet monthly the week prior to the regularly scheduled board meetings or more frequently when necessary. Meetings may be cancelled or rescheduled through mutual agreement between the Superintendent and the NLFT. Meetings of the council will be arranged so as not to conflict with regular contract obligations. It shall be the express purpose of this council to build and maintain a climate of mutual understanding and respect and attempt to reach solutions to common problems. The council shall designate an individual to keep minutes and said minutes shall be distributed within one (1) week thereafter to all council participants, to the teachers, and the Board.

ARTICLE 6
TEACHER CONTRACTS

6.01 Contract and Salary Notification

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such regular contracts shall include, but are not limited to, the following:

- A. Type of contract, limited or continuing.
- B. If a multiple year limited contract, the number of years.
- C. Initial compensation to be paid at the time the contract is issued.
- D. Basis of determining compensation (i.e., classroom teacher - B.A. Degree - five (5) years' experience) as provided on the salary notification, which is understood to be a part of every contract.
- E. A separate contract shall be issued for all supplemental/extended time assignments.

6.02 Regular Limited Contracts

Teachers having a standard provisional teaching certificate/license, its equivalent or a higher level of certification/licensure from the Ohio State Department of Education, shall be issued individual regular contracts as follows:

- A. Upon initial employment, a teacher shall be issued a one (1) year limited contract. After the initial one (1) year contract, a teacher may be offered up to two (2) additional one year limited contracts.
- B. After three (3) years of employment, without a break in service, the Board shall issue a teacher a three (3) year limited contract.
- C. Teachers completing a three (3) year limited contract without a break in service shall be issued thereafter a five (5) year limited contract(s).

The Board may deviate from the sequence set forth above for reasons related to the teacher's performance. This sequencing does not apply if the teacher is not employed for the following school year.

6.03 Continuing Contracts

- A. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the teacher is eligible for a continuing contract beginning May 1st through no later than September 15 of the school year in which their current limited contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. Notice received after the applicable deadline shall not serve as the notice required by this Section for the following school year.
- B. Failure to notify the Superintendent by applicable deadline shall be a waiver of the teacher's eligibility for the continuing contract for the following school year. In such an instance, the teacher, if reemployed, the limited contract awarded to the teacher shall be in accordance with Article 6.02.
- C. If a teacher reaches eligibility during the term of a multi-year limited contract, the teacher may still notify the Board of his/her eligibility. Upon receipt of the notice the Board will:
 - 1. Take no action, in which case the limited contract status of the teacher shall continue during the term of the existing multiple-year contract.
 - 2. Grant a continuing contract for the succeeding school year.
- D. Upon being notified by the teacher of his/her eligibility, the Board shall evaluate the teacher in accordance with Article 9.
- E. A teacher becomes eligible in accordance with Ohio Revised Code section 3319.08. The District will provide a memo to the LPDC regarding eligibility for continuing contract.

- F. Upon receiving the notice from a teacher that he/she is eligible for continuing contract and after having completed the evaluations of the teacher as required by Article 9, if the Board believes that the teacher is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the Superintendent's intent to recommend an extended limited contract.
- G. A teacher may withdraw, in writing, his/her request for a continuing contract at any time prior to Board action.
- H. The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code Section 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

6.04 Non-Renewal of Limited Contracts

The following procedures shall apply to the non-renewal of limited contracts:

- A. The Superintendent or his/her designee shall notify any teacher whose contract he/she intends to recommend for non-renewal. Such teacher may request a private meeting with the Superintendent or his/her designee to discuss the grounds for the recommendation.
- B. Written notice of the Board's intention not to renew a teacher's contract shall be given to the teacher on or before April 30 of the year in which the teacher's limited contract expires.
- C. After a teacher's non-renewal, the teacher may request the administration for the circumstance(s) prompting the non-renewal.
- D. The Board shall have conducted evaluations as set forth in Article IX of this Agreement before giving notice to an employee of its intention not to renew his or her limited contract.
- E. Any notice given under this Section shall be by certified mail or hand delivery.
- F. Statutory due process for non-renewal of a teacher's contract shall be governed by Ohio Revised Code, Section 3319.11, and for the termination of a teacher's contract by Ohio Revised Code, Section 3319.16 and

3319.161.

This Section shall not apply to supplemental contracts.

ARTICLE 7
JOB SHARING

- 7.01 This Article will reflect the premise that two (2) full time unit members may, upon approval of the Superintendent, share a full time single position. This will occur only if the cost (including benefits) of employing two (2) staff members on a half time basis does not exceed the cost of employing one (1) full-time staff member.
- 7.02 Job sharing by two (2) staff members is available under the following conditions.
- a. Staff members receive fifty (50%) of their regular full-time salary for the appropriate step on the salary schedule.
 - b. Health, dental, and vision insurance benefits will be available to the extent permitted by the insurance carriers. The total Board paid share of health, dental, and vision insurance premiums shall be based on the employee's pro-rated share of the work day, i.e., the employees work 50% of the work day, the Board would pay 50% of its share of the premiums. If one teacher declines health, dental, and vision coverages, the other teacher may receive coverage at the same Board paid share as a full time employee.
 - c. Staff members must have agreed voluntarily, and in writing, to work together.
 - d. Both teachers ~~will be responsible for attending open houses and parent teacher conferences.~~
 - e. Sick days shall be accrued at the rate of .625 days per month. Two personal days will be granted to each teacher, one which will be unrestricted.
 - f. With respect to seniority and salary agreement, each teacher will be granted one full year of service.
 - g. STRS will make the determination of service granted.
 - h. Job sharing teachers shall be entitled to all other benefits in the master agreement (i.e., life insurance, ½ tuition reimbursement, professional development.)
 - i. Each job sharing employee shall have a contractual work week with instructional planning time, job responsibilities, duties and committee work shared equitably as determined by consensus among the two (2) bargaining unit members and the building principal.
 - j. ~~For professional development time purposes, each job sharing employee shall fulfill, at no additional cost to the district, all responsibilities as if a full-time employee, even if it occurs during days and/or times not normally worked, e.g., early release, pre-school year work days, subject training, in-service.~~
 - k. Both employees shall attend any scheduled parent-teacher conferences involving shared students.

- I. Job sharing teachers may substitute for the other if he/she is absent. If this occurs the teacher will be paid at the Board approved substitute rate for that time worked.
- 7.03 In the event that one of the job sharing employees resigns, ceases active employment with the district, or if a part of a job share position becomes vacant for any reason, the Superintendent, at his/her discretion, shall either (1) return the other teacher to full-time status for the remainder of that school year or (2) fill the vacant part-time position for the remainder of that school year.
 - 7.04 A long-term substitute teacher may be hired to fill the position vacated by the approved job sharing teacher. If the long term substitute selected meets the criteria as noted in the Ohio Revised Code 3319.10, he/she may be entitled to a one-year limited contract as a regular teacher. At the end of the school year, the job-sharing teachers will return to the position(s) held prior to job sharing, unless they are approved for job sharing for the subsequent year.
 - 7.05 Two (2) staff members who wish to be considered for sharing a job are to submit a request to the Superintendent with the following information:
 1. A description of how the responsibilities specified in the job description would be divided.
 2. A description of how the job-sharing of a teaching position would be introduced to the students so as to provide for consistent classroom procedures, expectations, and discipline.
 - 7.06 The application must be submitted by the teachers no later than February 15th. The Superintendent shall issue a decision, in writing, no later than March 1st. If the Superintendent denies the application, the teachers may submit an amended application no later than March 15th. The Superintendent shall approve or deny the amended application, in writing, no later than March 30th. This decision shall be final. Applicants must apply every year for job sharing.
 - 7.07 The decision of the Superintendent shall not be subject to the grievance procedure so long as the Superintendent has followed the process in Section 7.06.

ARTICLE 8
PERSONNEL FILE

- 8.01 One personnel file shall be maintained for each teacher. Personnel records may include, without limitations, the following:
 - A. Application for employment, including references.

- B. Copy of latest contract, properly signed.
 - C. Copy of latest salary notice.
 - D. Medical examination form.
 - E. Current Ohio teaching certificate/license for subject area.
 - F. Teacher's experience record.
 - G. Personal and professional data form, including workshops and inservice.
 - H. Transcript of college credits showing the official record of the degree granted, original or certified copy.
 - I. Record of military service.
 - J. Record of tuberculosis test or x-ray.
 - K. Teacher evaluations.
 - L. Other professional documents including awards and citations.
- 8.02 No anonymous letters or materials shall be placed in the teacher's file, unless action was taken based upon the letter or materials. If the allegations are not substantiated, the administration shall draft a letter stating so, and that letter will be attached to the letter or other material. The administration's letter shall also be placed in the personnel file.
- 8.03 Upon written request of the teacher, he/she may be permitted to examine his/her personnel file in the presence of the Superintendent or his/her designee. Such request may not be honored during the two (2) weeks prior to the opening of the school term or during the first two (2) weeks of the school term, due to the workload at the Central Office during these particular times.
- 8.04 A teacher at the time of examination may make an inventory of the contents, sign and date it, and place it in the file.
- 8.05 No derogatory statement about a teacher originating outside of the public system shall be placed in the teacher's personnel file unless the statement results in action being taken against the teacher. If the allegations are not substantiated, the administration shall draft a letter stating so, and that letter will be attached to the letter or other material. The administration's letter shall also be placed in the personnel file.; Any official report or statement originating within the public school system may be placed in the teacher's personnel file. The teacher shall be sent a dated copy thereof at the same time. The teacher may respond, and such

response shall be attached to the filed copy.

- 8.06 Teachers shall be entitled to a copy, at their expense, of any materials in their files.
- 8.07 All disciplinary records shall be maintained in accordance with the Ohio Public Records Law and the Board of Education's records retention policy.

ARTICLE 9 TEACHER EVALUATION

- 9.01 The evaluation of professional growth and teaching service shall be used in order to maintain and improve the quality of instruction and provide some documentation for action on the contract status of teachers. All evaluations will be carried out on a uniform basis within the District and the procedures as outlined in the Board adopted 2006 Professional Growth Instrument (PGI).
- 9.02 The Professional Growth Instrument (PGI) Committee shall be formed, if requested by the Board or NLFT, on or before December 1, preceding the school year affected by change. The Committee shall review the evaluation instruments which will be used to evaluate regular bargaining unit positions. Membership of the committee shall consist of at least three (3) building principals and an NLFT representative from each building. However, this does not restrict the right to consult outside resources or participation of consultants on such committee.

The PGI Committee shall make its recommendations to the Superintendent by April 1. The Superintendent will recommend the proposed evaluation instrument to the Board or send the proposed evaluation instrument back to the PGI Committee for revision.

- 9.03 All statutorily permitted District administrators may perform evaluations. The contractual procedure is the process used to evaluate teachers and determine, in part, the contractual status of employee. The principal will make a contract recommendation to the Superintendent. The Superintendent, in turn, shall make a contract recommendation to the Board. The information resulting from the evaluation must be considered by the principal in making his/her judgment.

The NLFT and the Administration shall use the "Montgomery County Schools Entry Year Program" document, or another mutually agreed to program, as a template to structure an independent Mentor Program for New Lebanon Schools.

- 9.04 The principal shall inform a teacher scheduled for evaluation by September 15th of the year in which the evaluation will take place. Notification shall be in writing. The principal shall notify the teacher of the tentative dates the principal intends to observe the teacher. It is understood that these dates may be changed. Teachers will be evaluated as follows:

- a. Entry level teachers will have one evaluation in the first cycle with two observations and one evaluation in the second cycle with two observations
- b. For teachers on multiyear limited contracts, there will be at least one observation and one evaluation during each year of the contract in which the contract is not expiring
- c. For teachers in the year in which a limited contract expires or those who have requested a continuing contract, there should be at least one observation and one evaluation in the first cycle and at least one observation and one evaluation in the second cycle
- d. Individuals employed on a continuing contract will be evaluated as needed

The first evaluation cycle shall be from the date of notification required by Paragraph 9.04 through December 1st. The second evaluation cycle shall be from December 2nd through March 31st. Classroom evaluations shall be only one part of what is used to determine whether or not a teacher is satisfactorily meeting specific job performance criteria, duties and responsibilities.

9.05 A post-observation conference will be held within ten (10) school days after each evaluation observation so the principal may discuss the observation and present constructive criticism of the teacher or the methodologies. At the post-observation conference, the directives of the principal shall be in writing stating the deficient area(s) and corrective measures to alleviate the area(s). The written evaluation shall be signed by both parties and a copy provided for the teacher. The teacher's signature indicates only that he/she has seen the evaluation. The teacher should feel free to include or attach additional written statements by April 30. Upon receipt of the written statement the principal shall sign acknowledging receipt only.

9.06 If a teacher is evaluated without adherence to the above prerequisites, he/she shall be entitled to have the evaluation and any attachments thereto removed from his/her file, if so determined by an arbitrator in accordance with a properly filed grievance under Article 13.03 or if mutually agreed to by the Superintendent, NLFT and teacher.

If a bargaining unit member's absence(s) effectively prevent the evaluator from observing and/or evaluating in accordance with the timelines required by the evaluation procedure, the Board shall not be required to perform the evaluations required by this section.

The Board shall decide to renew or non-renew the member utilizing the observations/evaluations which were completed prior to the teacher's absence,

evaluations/observations from prior years if available, and other performance related information and/or material.

9.07 This evaluation process supersedes Ohio Revised Code section 3319.111.

ARTICLE 10
TEACHING CONDITIONS

10.01 Work Year

The regular teaching year shall consist of one hundred eighty-four (184) workdays and include:

- A. One hundred eighty (180) days of instruction.
- B. Two (2) days of teacher preparation.
- C. Two (2) days for in-service programs for teachers.
- D. Teachers new to the district may be required to work up to five (5) additional days beyond the negotiated agreement. Teachers required to work these required days will be compensated at the current board approved substitute rate of pay for said days.

10.02 Work Day

The regular teaching day shall consist of no more than seven and one half (7 ½) consecutive hours, inclusive of a thirty (30) minute duty free lunch.

10.03 Planning and Preparation Time

Employees in the bargaining unit shall be granted not less than the following amount of time for the purpose of preparation:

Thirty (30) consecutive minutes, with a minimum of two hundred (200) minutes per week as found in the Ohio Department of Education Minimum Standards.

When possible, each classroom teacher shall be provided a planning time during the regular teaching day. Said planning time shall be for a time equal to a regular period of instruction.

Both parties recognize that planning time for some teachers may not be possible during days when the start of school is delayed or on early release days.

10.04 School Closings and Delays

When all schools are officially closed or delayed because of inclement weather or other public calamity, teachers may be released from duty for the same period of time. (Example: schools delayed one (1) hour for students – teachers may arrive one (1) hour later than normal arrival time.) Teachers shall be required to make up, without additional pay, days lost as a result of school closings or cancellation of classes to maintain a minimum student calendar according to the State minimum calendar reflected on the district calendar.

When less than all schools are closed because of inclement weather, mechanical difficulties or other such reasons, teachers in the bargaining unit may be required to report to work unless otherwise notified by the Superintendent, and shall be assigned to where needed by the Superintendent or other administrator.

When schools are closed early, teachers in the bargaining unit shall leave early only upon specific authorization of the Superintendent or his/her designee.

Any teacher on paid leave will not be deducted in the event of calamity.

10.05 Extended Service

Any teacher who, by the nature of his/her regular teaching position, must perform regular duties beyond the regular teaching year shall receive compensation for such services. Said compensation shall be a per diem amount of the regular teacher salary in effect at the time such extended service is rendered.

Extended service time will be scheduled between August 1 and June 30. Extended time will be scheduled by the immediate supervisor after consultation with the teacher.

During extended service, personal leave shall not be available for teacher use. Use of sick leave during extended service shall require a medical statement or approval by the Superintendent.

The NLFT will be provided with a list of the staff and their extended days by September 30 of each calendar year. Any changes in extended days will be forwarded to the NLFT President.

10.06 Substituting During Conference and Planning Time

The principal or his/her designee shall make every reasonable effort to provide substitutes in the absence of a member of the bargaining unit. Teachers shall not be required to assume classroom duties in addition to his/her regular classroom assignment except in emergency situations. Should a teacher be required by the principal to perform a classroom duty during his/her planning

time, that teacher will be reimbursed a negotiated hourly rate of twenty-one (\$21.00) dollars. A principal has the option of dividing a classroom of students into other sections of a particular grade level, providing that the classroom has the available seating and space for the divided students, and each teacher having the additional students shall receive compensation at the negotiated hourly rate of twenty-one (\$21.00) dollars. With the permission of the principal, staff members may voluntarily arrange to cover each other's classes.

10.07 Notification of Assignment

Each employee shall be informed of their next year's tentative assignment by the last day of the school year.

The Board reserves the right to change or alter affected staff assignments if vacancies occur after the last day of the school year due to change in enrollment and/or due to changes in course or program offerings

10.08 Additional Academic Assignments

Teachers who teach an additional academic assignment in lieu of their entire preparation time allowance will be compensated for such services. Said compensation shall be pro-rated hourly rate of their annual salary in effect at the time such additional teaching assignment is rendered.

10.09 Grade Alterations

No student's grade may be changed without prior consultation with the teacher involved unless such teacher has left the District or is otherwise unavailable for consultation.

10.10 Annual Review

The Board shall follow the State Minimum Standards rules and regulations regarding class size. Each year, a staff meeting will take place in each building no later than February 15 to discuss staffing needs and the effective utilization of the physical plant. This information will be brought forward and shared with the Superintendent no later than February 28. This meeting shall include all building principals and a teacher representative from each building.

10.11 Meetings Outside the Contractual School Day

Whenever teachers are required by the administration to stay for thirty (30) or more minutes for Individualized Educational Plan (IEP) and/or curriculum development meetings assigned by an administrator outside the contractual day, teachers shall be paid an hourly rate of twenty-one dollars (\$21.00) for duration of the contract.

10.12 Administration and the NLFT are to create a survey to use to determine possible in-service programs and professional development programs for the future. Persons participating in the creation of the survey or filling out the survey are not entitled to additional pay. The survey shall be submitted to the teachers. The administration shall develop an action plan based on the results of the survey. The administration may use AFT ERD as professional development/in-service provider if the superintendent or his/her designee determines it appropriate. Section 10.12 is not subject to the grievance procedure.

ARTICLE 11 VACANCIES AND REASSIGNMENTS

11.01 Vacancies

After all assignments have been made in accordance with Article 10.07, if a vacancy still exists, the Board in the order listed shall do the following:

- Step 1: The Superintendent will consider any and all requests for reassignment in accordance with Section 11.03(B). The Superintendent will make the selection based what is deemed to be in the best interest of the building/district.
- Step 2: Vacancy will be posted in accordance with Section 11.02.
- Step 3 Teachers on continuing contracts suspended by way of "reduction in force" and who hold proper certification/licensure shall be called back to work.
- Step 4 Reduction in Force teachers whose limited contracts were non-renewed within the past two years, will be offered the position in accordance with Article XII.
- Step 5 In the event that Step 1, Step 2, Step 3 and Step 4 do not result in filling a position, then the Board shall hire new staff or administratively transfer teachers into the position(s).

11.02 Vacancy Postings

All known vacancies for certificated areas shall be emailed to each teacher at his/her District email address. Positions will be posted for a period of five (5) days. If a teacher makes application within the posting period, the Superintendent, or his/her designee will interview the applicant. Posting and interviewing for extracurricular assignments will be done in the same manner.

Positions that must be filled during the school year shall be filled on a temporary

basis for the remainder of the school year.

Employees shall be responsible for checking their email for notification of vacancies.

If Steps 1 through 4 have been followed, and the Superintendent intends to hire new staff, a hiring committee shall be created, consisting of volunteer teachers from the department and/or grade level in which the vacancy exists. Teachers serving on these committees may submit documentation to the LPDC for approval for CEU's for their service on the committee(s). Parents may also be on the committee. The committee's decision on whom to recommend or whom is hired shall not be grievable, however, whether the committee was actually utilized in the hiring process shall be grievable. Every effort will be made to hire qualified persons.

11.03 Reassignment

A. Definitions

1. A reassignment is defined as a change in a teacher's placement from one building, grade level, subject, or department during the school year.
2. A voluntary transfer is a transfer that is agreed upon by the teacher.
3. An administrative transfer is a Superintendent-initiated transfer without the agreement of the teacher.

B. Voluntary Reassignment

1. The administration will distribute a planning survey prior to April 1 to allow teachers to indicate their interests in any vacancies or reassignments that may occur. Consideration shall be given to teachers having written requests for transfer on file. The teacher is responsible for submitting the request.
2. Any employee desiring a change in assignment shall request such reassignment in writing to the Superintendent. The request will remain on file for a year. The planning survey in Section 11.03 (B.1) does not replace this written request.
3. A teacher's written request for reassignment shall be honored to the extent that the teacher is qualified and in the judgment of the superintendent the reassignment serves the best interest of the school district.

4. A teacher who has a regular position and requests a reassignment may express preferences and be considered for all existing vacancies for which the teacher is qualified or will be for the following year.
5. If a voluntary reassignment is granted, the Superintendent will provide the teacher with written notice confirming the reassignment.

D. Administrative Transfer

1. A teacher receiving an administrative transfer shall be informed in writing of such impending reassignment within five (5) days after the decision is made.
2. A teacher notified of an administrative transfer shall be granted a conference with the Superintendent if requested on a date mutually set within five (5) days of such notification. At such conference the teacher shall have the reasons for the administrative transfer explained by the Superintendent.
3. A teacher administratively transferred shall be given a position for which the teacher is certificated/licensed. The teacher is entitled to both administrative and curriculum supervision assistance in the new position.

11.04 In the event that the vacancy is not filled by following the procedures set forth in 11.01 through 11.03, then the Board may hire new staff.

ARTICLE 12
REDUCTION IN FORCE

12.01 When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may make reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent. Suspension of contracts shall occur on the basis of seniority by teaching field and shall occur to non-tenured teachers first. Teaching field shall be defined as a teaching position for which any teacher is certificated to teach.

Should it become necessary to suspend the contract of any tenured teacher, such suspension shall be on the basis of seniority by teaching field.

12.02 The Superintendent shall give notice to the NLFT President of his/her intent to

make recommendations regarding reductions in force prior to making any such recommendations to the Board for action.

- 12.03 Natural attrition, meaning resignations, retirements, and leaves shall be considered in achieving any necessary staff reduction.
- 12.04 The Board shall use non-renewal of limited contracts as a means of reduction in force. Any teacher(s) non-renewed for the reason set forth in section 12.01 above, will have said reason indicated on the notice of non-renewal. Reduction in force will not be used for the purpose of non-renewal based on performance or evaluation. If a statement of circumstances is requested due to a non-renewal for reduction in force purposes, the statement shall indicate that the non-renewal was for reduction in force purposes and not due to any performance issues.
- 12.05 Teachers whose continuing contracts are suspended shall have the right of restoration of service in order of seniority in the District within certificated/licensed areas if and when teaching positions become vacant or are created, within two (2) years of said teachers' contract suspension.
- 12.06 Should further vacancies become available, teachers who had limited contracts suspended or were non-renewed for purposes of reduction in force, shall be considered for the vacant positions. The most qualified teacher from the recall list, as determined by the Superintendent or his/her designee, and who has the appropriate certification/licensure for the position, shall be offered the position. If it is determined that two or more teachers are equally qualified, the most senior teacher shall be offered the position. If the most senior teacher is selected, then the decision is not subject to the grievance procedure. Teachers who had limited contracts suspended or non-renewed for purposes of reduction in force shall remain on the District recall list within certificated/licensed areas for two (2) years after suspension or non-renewal.
- 12.07 Teachers who wish to be recalled shall keep their current address on file with the Treasurer. When teachers who do not respond to a recall within five (5) school days, (or fifteen (15) calendar days when school is not in session) after receipt of notice of recall by certified mail, the Board may recall the next certified/licensed teacher awaiting recall.
- 12.08 Annually, in the month of November, the Board will provide the NLFT President with a copy of the current seniority list of teachers. Said list will include dates of initial continuous hire, and area(s) of certification for each teacher on file with the Board.
- 12.09 Current and pending certificated/licensed areas on record in the teacher's personnel file as of March 1, of current school year will be used for the staffing decisions.

12.10 If permitted by the Board's group health insurance carrier, teachers on a recall list shall be permitted to retain group health insurance coverage during such a period the recall rights are in effect, by paying the total monthly insurance premiums to the Treasurer on or before the first day of the month such insurance premiums are due the insurance carrier.

12.11 When used in this Article, seniority is defined as years of continuous employment within the School District within the bargaining unit.

- A. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension or non-renewal for reduction in teaching staff reasons if the teacher is reinstated.
- B. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the teacher was on such unpaid leave will not be counted in total years of service in determining seniority rights hereunder.
- C. Seniority shall be lost when a teacher resigns or otherwise leaves the employ of the Board.

ARTICLE 13
PROBLEM SOLVING PROCEDURES

13.01 Complaints Against Teachers

- A. Informal Procedure - Complaints against teachers originating outside the public school system shall be handled as follows:
 - 1. A complaint received by a school board member of the teaching staff shall be referred to the Superintendent.
 - 2. The Superintendent shall inform the teacher's building principal. The building principal will inform the teacher of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint. Such notification will be done within a reasonable ten (10) working days.
 - 3. Undocumented hearsay complaints shall not be made the basis for disciplinary action or adversely affect the teacher's employment status.
- B. Formal Procedure - If the complaint cannot be settled informally, the following procedures shall be followed:

1. At the request of the complainant or teacher, a meeting of the teacher, principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.
2. If the complainant or teacher is not satisfied with the results of the meeting, the complaint shall be directed to the Superintendent of Schools or his/her designee.

13.02 Informal Problem Solving Procedures

- A. Teachers with concerns and/or problems that are not part of this contract and are not subject to use under the grievance procedure herein, shall have access to the following:
 1. First, the matter should be discussed with the Building Principal.
 2. If the matter is not resolved in discussions with the building principal, the teacher may request and will be offered the opportunity to discuss the issue with the Superintendent.
 3. If the matter is not resolved in discussions with the Superintendent, the teacher may request and will be offered the opportunity to discuss the issue with the Board in Executive Session.
- B. A teacher may have an NLFT representative at all levels, at the teacher's request.

13.03 Grievance Procedure

- A. Grievance Policy and Objectives

The Board and the Federation recognize that, in the interest of effective personnel management, a procedure is needed whereby teachers can be assured of a prompt, impartial and fair hearing on alleged misapplication, misinterpretation or violation of the Collective Bargaining Agreement. The objective of such a procedure is to secure, at the lowest administrative level and in the shortest period of time, equitable resolutions to grievances.
- B. Definitions

A "grievance" is an alleged misapplication, misinterpretation or violation of the Collective Bargaining Agreement.

A "grievant" is the teacher or teachers alleging a misapplication, misinterpretation, or violation of the Collective Bargaining Agreement or

the Federation alleging a misapplication.

A "day" shall be a work day during the school year and week days during the summer months except holidays.

C. Time Limits

The number of days indicated at each level of the Grievance Procedure is to be considered a maximum. However, the time limits specified may be extended by written agreement of the parties involved, provided such extension is agreed to within the time limits provided in the Grievance Procedure. If appropriate action is not taken by the grievant within the time limits specified herein or as extended by mutual agreement, the grievance will be deemed settled on the basis of the disposition at the preceding level.

D. Procedure

Level One

A grievant who believes that he/she has a grievance shall discuss the matter informally with the teacher's principal or immediate supervisor within fifteen (15) days after the date of occurrence or the date when the teacher should have knowledge of the event upon which the grievance is based, but in no instance later than thirty (30) calendar day after the occurrence complained of.

Level Two

If the teacher is not satisfied with the disposition from the oral discussion with his/her principal or immediate supervisor, the teacher may file a grievance in writing. Forms are available from the Grievance Chairperson. The written grievance must be submitted to the principal or immediate supervision within five (5) days after the Level One discussion. Within five (5) days after the grievance has been filed with the principal or immediate supervisor, the principal or immediate supervisor will meet with the grievant in an effort to resolve it. The grievant may be accompanied at this meeting by a teacher of his/her own choice or the Federation's Grievance Chairperson. A written answer will be given to the grievant within five (5) days after such meeting.

Level Three

If the grievant is not satisfied with the disposition of the grievance at level Two or if no decision has been rendered in the time allowed, the grievance shall, within five (5) days thereafter be delivered to the Superintendent. Grievances filed by the Federation shall be commenced at Level Three

within fifteen (15) days after the occurrence of the event on which such grievances are based. Within the ten (10) days of the receipt of Level Three grievance, the Superintendent or his/her designee will meet with the grievant and the Federation's Grievance Chairperson in an effort to resolve it. The Superintendent or his designee shall render a written decision to the grievant and to the Federation within five (5) days after such meeting.

Level Four

If no decision has been rendered in the time allowed or if the Federation is not satisfied with the decision issued at Level Three, the Federation may within five (5) days thereafter appeal the decision to arbitration by giving written notice to the Superintendent and by requesting a list of arbitrators from the American Arbitration Association. The Superintendent and the Federation representative or their respective designees, shall select the arbitrator from the list of arbitrators obtained from the American Arbitration Association by alternately striking names from the list. The power of the arbitrator shall be limited to the interpretation of the express terms of this Agreement, and the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement as written. Further, the arbitrator is specifically prohibited from making any award which is contrary to law. The decision of the arbitrator shall be final and binding upon the parties. The time limit specified herein may be extended by mutual agreement, provided the time extension is requested within the time limited provided in the procedure. Claims at arbitration shall be limited to those raised at Level One and Two .

E. Miscellaneous Provisions

1. A grievance may be withdrawn at any level without prejudice. However, if the matter has been submitted to arbitration and the, and the withdrawal is not part of a negotiated settlement between the Board and the Association, the Association shall be responsible for any cancellation costs incurred to the American Arbitration Association and/or the arbitrator
2. No reprisals of any kind shall be taken by or against any teacher for filing a grievance or participating in the grievance process.
3. Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Only notations regarding a grievance settlement, which require a change to an entry or record in a personnel file, maybe attached to that item in the file.

4. No censure or other adverse action will be taken against any grievant or administrator participating in this grievance procedure.
5. Only the Federation shall have the right to determine if a grievance is to proceed to arbitration.
6. For arbitration hearings, on a given day not more than three (3) employees other than the grievant and grievant's representative shall be excused from work without loss of pay, benefits, or privileges. Increments of excused time may be used.
7. Except as provided in Paragraph 1 of this section, the Board and the Federation shall equally share in the fees and expenses of the arbitrator and any expense incidental to the arbitration proceeding. Each party will be responsible for the fees and expenses of its representative.

13.04 Negotiations Procedures

A. Negotiation Principles

The Board of Education of the New Lebanon Local Schools hereinafter referred to as the "Board", and the New Lebanon Federation of Teachers, hereinafter referred to as "NLFT", state that the principles stated in succeeding sections of this document shall govern the negotiations process between the Board and the NLFT.

If either the Board or NLFT desires to negotiate changes in salary schedules, fringe benefits, or to other terms and working conditions of employment, it shall notify the other party, in writing, no later than three (3) months prior to the expiration date of this Agreement of such desire, and according to the terms of the negotiating procedure outlined below. Notification in writing from the NLFT shall be submitted to the Superintendent. Notification in writing from the Board shall be addressed to the President of the NLFT.

B. Choice of Format

Within ten (10) working days after receipt of such notice, an initial meeting will be held between the President of the NLFT and the Superintendent to determine the format for negotiations described as either the "Interest Based Bargaining Approach" or the "Traditional Collective Bargaining Approach."

1. Interest Based Bargaining

a. Good Faith Bargaining Definition

Good faith requires a commitment by the Board and NLFT to be willing to meet to identify for discussion and resolution items of concern, conflict, or disagreement related to salary, fringe benefits, and other terms and conditions of employment.

b. Outline of Process

- Phase 1 I.B.B. training
- Phase 2 Sharing of mission and issue statements
Establishment of ground rules
- Phase 3 Establishment of categories
 - (1) Salary/Wages
 - (2) Benefits /Fringes
 - (3) Language-Rights/Procedures
 - (4) Working Conditions
 - (5) Housekeeping/Clean-up
- Phase 4 Team Resolution
- Phase 5 Final contract writing
- Phase 6 Joint ratification meeting

c. Facilitator

The Facilitator for the I.B.B. training may be supplied by Ohio Federation of Teachers.

d. I.B.B. Process Ground Rules

1. The Board's team will consist of no more than five (5) members. The NLFT team will have no more than four (4) members, which may include the Ohio Federation of Teachers field representative if agreed to in #7.
2. Alternate team members will be allowed, if agreed to in these rules.
3. The Board will allow team members to attend all negotiation sessions. The Board will pay for substitutes when released time is given for a negotiation session.
4. As much as is possible, negotiation sessions will be scheduled not to conflict with anyone's work schedule.
5. Each party will consist of mutually agreed members present.

6. Negotiation dates will be established by the parties.
7. Observers will not be allowed. Experts and resource people will be allowed if mutually agreed upon.
8. No press releases unless wording is mutually agreed upon.
9. Communications to constituents must be general in nature. No positions or specifics to be discussed with them.
10. All I.B.B. discussions are confidential.
11. Caucuses are allowed but should be kept to a minimum. Usual length of a caucus to be 10-15 minutes. Disclosure of topic discussed need only be stated.
12. The parties agree to furnish available information needed to resolve issues. All discussions of information are to be kept confidential.
13. All miscellaneous process procedures are to be followed as I.B.B. has spelled them out.
14. Any costs for using facilities for I.B.B. training or negotiations will be shared equally.

2. Traditional Collective Bargaining

- a. Having chosen the Traditional Collective Bargaining approach, negotiations shall begin within fifteen (15) working days.
- b. The following I.B.B. Process Ground Rules shall apply from 13.04 Section d: 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, and 12.
- c. "Good faith" requires that the Board and the NLFT be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession.
- d. In the first negotiations session, proposals shall be in form and detail specifying that to which agreement is sought. Any topical listings of items proposed for negotiating shall constitute a clear failure of compliance with this requirement and may be disregarded.
- e. The items proposed shall constitute the total negotiations. No new items may be submitted unless by mutual agreement of both teams. Any items not submitted for

negotiations, and in the current contract shall remain in full force and effect in the successor contract.

- f. Mediations - In the event an agreement is not reached by the parties after sixty (60) days of bargaining, either party may request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Services whose rules and regulation shall cover the mediation.
- g. In the event there are costs and expenses for said services, the cost will be shared equally by the Board and the NLFT. However, if after sixty (60) days from commencement of negotiations, should either side request to extend negotiations before mediation; and, if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making ninety (90) days-from the day of the initial meeting-the total number of days for any one (1) negotiations session.
- h. Mediation will continue for thirty (30) days unless both parties mutually agree to extend this process.
- i. In the event mediation fails to help the parties reach agreement, the parties may mutually agree to the fact-finding process as provide by Ohio Revised Code section 4117.

C. Agreement

- 1. Tentative agreement on negotiated items shall be reduced to writing and initialized by the representative of each party. All agreements are tentative based upon the completed resolution of all issues.
- 2. The purpose of 'tentative agreement' is to develop a package that will be submitted to the teachers and the Board for ratification. Initialing of tentative agreements shall be done in good faith.
- 3. The NLFT must affirm the acceptance of the Agreement first by a membership vote, and then the same shall be presented to the Board for its decision. If approved, the Agreement shall be binding on both parties.
- 4. Within thirty (30) working days after signing, the agreement shall be made available to all certified staff and Board members. The

responsibility for printing and distributing the copies of the Agreement will be that of the NLFT for 1988 and thereafter shall alternate between the parties.

A. Transition from IBB to Traditional Approach

1. Each party pledges an earnest effort to make IBB a successful venture; however, either party has the unilateral right to abandon the process at any time without being subjected to an unfair labor practice charge.
2. Tentative agreements remain tentative agreements.
3. For all remaining unresolved issues, both sides will resort to traditional negotiating with position proposals. Fresh positions may be established without regard to prior IBB discussion. No new issues are allowed.
4. Obligation to bargain-order and grouping of issues will be as agreed upon in the Outline of the Process, section 13.04 paragraph 1(b), unless mutually agreed upon to change or regroup.

13.05 The Superintendent and Association President may agree to clarify language contained in this Agreement through a Memorandum of Understanding executed by both individuals.

ARTICLE 14
PAYROLL PROCEDURES

14.01 Notice of Salaries

An annual notice of salary shall be issued to each teacher in accordance with the provisions of Ohio Revised Code section 3319.12.

14.02 Payment of Salaries

Based on the newly issued IRS regulations, each teacher will be paid over twenty-six (26) pay periods per year.

All teachers shall have direct deposit of paychecks.

- A. The teaching employees may designate a depository and direct automatic payroll deposits to banking institutions which are members of the National Automatic Clearinghouse Association (NACHA). Teachers need to coordinate any changes in their financial institutions or account number using a form provided by the Treasurer's office.

- B. Direct deposits will be made to one bank per employee, into either a checking account or savings account. Future options may include multiple financial institutions.
- C. The Board and its agents shall not be liable for any errors or omissions by the clearinghouse bank or the depository of said funds.
- D. Direct payroll deposits will take effect as soon as possible following enrollment.
- E. At employee's option, direct deposit notification may be sent electronically (via email) or by default, hard copy.
- F. When a payday falls on a holiday, the pay will be made on the preceding day.
- G. During the summer months, direct deposit notifications will be mailed to the teacher's address of record at Board expense.

14.03 Under/Over Payment of Salaries

In the event a teacher receives less than the teacher is entitled to receive under Article 5, Section 5.01, and Article 23, Section 23.01, the Board shall promptly pay to the teacher an amount equal to the difference between the amount that should have been paid and the amount that was actually paid. In such event, the teacher and the Administration shall make their best effort to mutually agree upon a reasonable repayment plan.

In the event a teacher receives more pay than the teacher is entitled to receive under Article 5, Section 5.01, and Article 23, Section 23.01, the teacher shall return to the Board an amount equal to the difference between the amount that should have been paid and the amount that was actually paid. In such event, the teacher and the Administration shall make their best effort to mutually agree upon a reasonable repayment plan.

14.04 Salary Schedule Placement

Teachers initially employed in the New Lebanon Local School District shall be granted a year's experience credit on the salary schedule, for each year of their teaching experience in other chartered non-public, school teaching experience in another state up to a maximum of credit of ten (10) years, including a maximum of five (5) years of military experience. The District shall recognize for purposes of movement on the salary schedule all completed coursework that is either approved by the LPDC, relates to the teacher's teaching assignment, or which leads to certification or licensure.

- A. When a teacher moves from one step of a given training category to a higher training category, he/she will be placed on the next step of that higher training category regardless of the number of years said teacher spends on the last step of the lower training category.
- B. A teacher shall be advanced on the salary schedule one step for each year of service to the District starting from the level initially employed. One (1) year of service shall be one hundred twenty (120) or more days of full time service (to the New Lebanon School District in one (1) school year).
- C. Teachers may advance on the schedule from one training level to another only at the beginning of the school year, or the beginning of the second semester. (The beginning date of a school year or the second semester is determined by the adoption of an annual calendar by the Board.) Documentation to substantiate advancement on the salary schedule must be provided to the Superintendent not later than October 1 for a first semester adjustment, or March 1 for a second semester adjustment.

Documentation to substantiate advancement on the salary schedule must be:

1. An official transcript with seal issued by the university via U.S. mail or;
2. A letter from the dean of the department, on official university letterhead, verifying that the course(s) and/or hours have been successfully completed via hand delivery or U.S. mail; followed by an official transcript to be received within thirty (30) days.

Salary adjustment will be made by the second pay period following receipt of said documentation. Such adjustment shall be retroactive to the first day, of the first semester or the first day of the second semester, whichever is applicable.

- D. Learning Disability Tutors shall be paid an hourly rate based on their placement on the salary schedule. Placement on the salary schedule shall be in accordance with years of service and training category. The resulting annual salary shall be divided by the number of workdays and then divided by seven and one-half (7 1/2) hours. This result is the tutor's hourly rate. Tutors shall be paid their hourly rate for the hours they are scheduled. Scheduled hours shall include contact time with students and any other scheduled time provided in this agreement.

14.05 Payroll Deductions

Deductions shall be made for unauthorized absences, federal, state and local taxes required by law, and the teacher's share of the retirement contribution. Approved deductions may be made upon the request of the teacher for the teacher's credit union, tax-sheltered annuities, professional dues, income protection, and United Appeal. If at least five (5) person apply and indicate that they wish deductions to be made, the Treasurer's office will make deductions for the Committee on Political Education (COPE). Said deductions shall be properly forwarded within five (5) working days. (Deductions in the total amount of \$10.00 or more will be made for the United Appeal in four (4) equal installments beginning the first pay in January.) The Treasurer is authorized to make available all NLFT dues deductions to the NLFT Treasurer within five (5) working days after such deductions are made.

If five (5) employees live in a municipality and request withholding of the payment of income tax, said income tax shall be withheld. A list of all such municipalities will be published annually by the Treasurer's office. If the eligibility factor is reduced, said employee(s) will receive this benefit.

A teacher who ends employment with the Board, upon teacher request, will receive total payment owed, less deductions, on or before the next regular pay date. Such teacher request must be given to the Treasurer at least two (2) weeks prior to the teacher's termination.

14.06 Nothing contained in this Article, shall be contrary to Ohio Revised Code section 3313.262.

ARTICLE 15 INSURANCES

15.01 Medical Insurances

Except as otherwise provided herein, each certified/licensed staff member covered hereunder shall, if he/she elects to participate, have eighty percent (80%) of the monthly premiums paid by the Board for individual, two party, or family coverage, at the teacher's option, for the Board's group hospital and major medical insurance plans, dental and vision insurance.

The Board agrees to provide a Section 125 Plan for the purposes, of tax sheltering the medical, dental, and vision premium costs paid by employees.

One hundred percent (100%) of the premiums will be paid by the Board if a husband and wife are both full-time employees (certified/classified) of the Board.

A teacher who routinely works less than twenty (20) hours a week shall not be

entitled to Board paid health, dental and vision insurances.

A teacher who routinely works more than a twenty (20) hour week, but less than thirty-seven and a half (37.5) hours a week shall be entitled to Board paid health, dental, and vision at a pro-rated proportional amount.

Dental Insurance-The Board shall provide for each member of this bargaining unit an individual or family dental coverage plan.

Vision Care-The Board shall provide for each member of this bargaining unit an individual or family vision coverage plan.

15.02 Life Insurance

All certified staff members shall receive Group Life Insurance coverage in the amount of forty thousand (\$40, 000) dollars.

15.03 Liability Insurance

The Board agrees to provide employee liability insurance for all certified staff members. The Board paid plan will provide coverage of:

\$100,000.00 each claim \$1,000,000.00 aggregate

15.04 Health Care Cost Study Committee

The Health Care Cost Study Committee shall consist of up to the following: two (2) Board member, two (2) members appointed by the Board and three (3) members appointed by the NLFT. The Committee shall review the insurance plan quarterly with the insurance consultant. . If the premium increases for the health insurance plan in effect at the time of the renewal will be five percent (5%) or less, and the committee does not recommend and change in plan or the parties do not mutually agree to a change in the health insurance plan, then the plan in effect at the renewal period shall remain in place, and the Board will continue to pay eighty percent (80%) of the health insurance premium, as provided in Paragraph 15.01. If the cost of the health insurance plan in effect at that time of the renewal will more than five percent (5%), the Committee recommends no change to the plan or no change is mutually agreed to, then the entire premium increase shall be shared equally between the Board and the teacher, e.g., if the premium increase is seven percent (7%), which equates to an additional one hundred dollars per month for the monthly premium, in addition to the sums already being paid by the Board and the individual employee, the Board shall pay fifty dollars (\$50) of the increase and the employee shall pay fifty dollars (\$50) of the increase.

ARTICLE 16
S.T.R.S. PICK-UP

16.01 The Board shall "pick-up" the teacher's full contribution to the State Teachers Retirement System as authorized by S.T.R.S. Rule 3307-1-23, Federal Revenue Ruling No. 77-462 and OAG 82-097. Under these provisions, the Board upon proper application with S.T.R.S. shall not deduct state, federal, or local taxes on the amount of the teacher's total required contribution to S.T.R.S., and such shall be noted on or with the individual teacher's W-2 form.

ARTICLE 17
LEAVES

17.01 Sick Leave

- A. Teachers shall be granted paid sick leave in accordance with the provisions of Section 3319.141 of the Revised Code. Such sick leave shall be accrued at the rate of one and one-fourth (1-1/4) days per month of active service to a maximum accumulation of three hundred twenty four (324). Days accumulated beyond the retirement rate, Article 36, are considered for catastrophic, or extended medical leave usage. Verification from medical doctor is needed. The Board has the right to ask for a second opinion, as in Article 17, Section 17.01D.
- B. Sick leave may be used for personal illness, injury, pregnancy, or exposure to a contagious disease as communicable to others, or due to illness, injury, or death of the immediate family. Immediate family as used in this section shall mean the teacher's mother, father, spouse or significant other, child (including step, adopted or foster), legal guardian or person who stands in the place of a parent or anyone who is a permanent resident of the teacher's household. The Superintendent reserves the right to approve leave in the case of comparable in-laws.
- C. Up to four (4) days of earned sick leave may be granted for the death or serious illness of a near relative. A near relative shall be defined as the teacher's brother, sister, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law or son-in-law.
- D. Verification of illness may be required by a brief statement on the form required by the Board of Education. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Proof of the need for sick leave usage may be requested after an absence of four (4) consecutive days. Falsification of a statement is grounds for discipline under Ohio Revised Code section 3319.16.
- E. Upon return to active duty following illness in excess of ten (10)

consecutive workdays, the Board of Education may require a physician's statement certifying the teacher's ability to return to active work status. In any case in which the board has reason to doubt the opinion of a second health care provider/physician, the Board may choose the physician/health care provider to conduct the second examination from any health care provider/physician included in the "network" of the District's group health insurance plan. IN any case in which the second opinion differs from the first opinion, the teacher and/or Board may seek the opinion of a third health care provider/physician. The health care provider/physician will be mutually agreed upon by the first two health care providers/physicians. The teacher and the Board of Education will split the cost of this third opinion equally. The opinion of the health care provider/physician, including the recommendation for a subsequent return date, shall be considered and binding on the Board and the teacher.

17.02 Personal Leave

- A. Teachers shall be granted a maximum of four (4) days per school year, three (3) restricted days and one (1) unrestricted day per school year. Restricted days are not to be taken on the opening day of school, the last two (2) student days of school, or the day before or the day after a holiday or school break period (i.e. winter or spring break), in which school is not normally in session. The Superintendent may override this provision. Such personal leave may be used in one-half ($\frac{1}{2}$) day increments.

Teachers Requesting personal leave shall apply on the applicable Personal Leave Form. Restricted leave shall be made two (2) days in advance to the Superintendent. No more than three (3) teachers in the District will be granted any personal leave on the same day. Verification can be made orally, in person, by telephone, or by other means.

- B. Restricted personal leave is interpreted as a situation that cannot be taken care of outside of regular working hours. Restricted personal leave cannot be used for other employment as to interfere with regular working hours. Documentation may be requested.
1. Business transaction that can only be scheduled during regular contractual hours. Reason: _____
 2. Sale or purchase of real property (limited to one-half ($\frac{1}{2}$) day unless otherwise approved by the Superintendent.)
 3. Graduation of a member of the immediate family.
 4. Marriage of son, daughter or self (wedding day, preceding day or following day).

5. Settlement of an estate.
 6. Adoption of a child.
 7. Any appearance in court in traffic, civil or criminal case.
 8. For a funeral of a close friend and/or relative not covered under the sick leave policies of the Board.
 9. Any disruption of utility services in the home that creates a hazard to the welfare of the employee or his/her family and must be corrected without any undue delay.
 10. Graduation of self from an accredited college or university with a bachelor's or advanced degree in education.
 11. Self or immediate family member who may be a recipient of any award for contribution to education, community, or church.
 12. For mechanical failure of an automobile not to exceed one-half (½) day.
 13. While engaging in mediation of contract or grievance. This shall be limited to two (2) staff members at any one time.
 14. Attend New Lebanon Local School event.
- C. A teacher may use one (1) day of the total of four (4) days for reasons not listed above. Requests for this day have the restriction of usage during the first five student days and the last five student days. Requests for the unrestricted day must be made three (3) days in advance. No additional information need be provided.
- D. Personal leave with pay may be granted for reasons other than those listed above but the application must be submitted two (2) days prior to usage of such leave to the Superintendent for his/her determination. Denial shall not be appealable to the Board.

17.03 Professional Leave

- A. The Board agrees to allocate funds annually for attendance at professional meetings by the certified staff. The Board shall notify annually, by September 30, the NLFT President as to the amount of said allocation. Such allocation shall be equally divided between the District's first and second semester. The unused allocation from the first semester

shall be carried forward for use in the second semester. Professional development must be related to the teacher's current assignment. The activity may be out of state or in state. Attendance at professional meetings is subject to the approval of the Superintendent or his/her designee.

The Board shall pay:

1. Travel allowance, private car The current I.R.S. rate for mileage based upon the shorter of: distance from school or home to site of activity. If a dispute arises over mileage submitted an agreed upon computer generated driving guide will be utilized.
2. Registration fee 100% (not to include membership dues)
3. Lodging 100% of the single rate at the conference hotel per night. Receipt issued to the teacher seeking reimbursement must be submitted. If two or more teachers share a room, each must furnish a receipt listing the name(s) of those seeking reimbursement.
4. Food Maximum reimbursements per meal are as follows:
 - Breakfast - \$6.50
 - Lunch - \$16.00
 - Dinner - \$25.00Alcohol is not reimbursable. Receipt must be itemized as to specific food items. General credit card receipts will not be accepted.

Total cost to the Board shall not exceed three hundred dollars (\$300.00) per person for any meeting including travel, room, meals, etc. Registration fees are not included in the three hundred dollar (\$300.00) limit. The superintendent may override the three hundred dollar (\$300.00) limitation.

- B. Use of paid professional leave shall be applied in a fair and equitable manner. The NLFT will be provided, upon written request to the Superintendent, annual information regarding the number of teachers

requesting such leave, number of teachers granted such leave and the nature of the meetings.

- C. When the funds allocated for professional leave have been exhausted, teachers may request professional leave without cost to the Board for the expenses of such leave. Such leave approval shall be subject to the approval considerations normally given to other professional leave requests when monies are available for such purposes.

17.04 Assault Leave

- A. The Board will grant assault leave up to a maximum of thirty (30) working days to any certified/licensed staff member absent due to physical disability resulting from an assault, either by a student or an outsider, while the teacher is engaged in the performance of his/her duties and school-related activities under the following conditions:
 - 1. A teacher who has been physically assaulted shall:
 - a. Immediately submit an oral report of the incident to the principal or his/her designee if physically possible.
 - b. The teacher shall make a written report to the principal before leaving school that day or as soon as physically possible. This report shall include a detailed account of the incident, names of those involved, names of any witnesses and the extent of injuries, if known at that time.
 - c. The teacher shall furnish to the Superintendent a statement of the nature of the disability and its duration, which has been signed by a physician.
 - d. The teacher must agree to prosecute the offender if applicable.
 - 2. The principal or his/her designee shall conduct a thorough investigation of the incident. A report of the incident shall be filed with the Superintendent and reviewed by the Board.
 - 3. Proof of the need for assault leave may be required.
 - 4. The Board may, after thirty (30) calendar days, require that the employee be examined by a Board appointed physician in order to continue under this leave.
 - 5. In the event of a school-related assault on the teacher, the Board

attorney shall inform the teacher of his/her legal rights.

6. Whenever a certified/licensed person is absent from school as a result of physical injury caused by an assault arising out of his/her assigned duties, that person will be paid his/her full salary for the period of his/her required absence up to thirty (30) working days. The absence will not be charged to his/her sick leave. The salary would be reduced by the amount of any Workers' Compensation award.
7. Falsification of the facts in any report of the assault incident will give reason for the Board to consider the termination of the individual's contract.

B. Assault leave shall be used prior to using sick leave.

17.05 Jury/Court Leave

- A. Teachers receiving summons for jury duty must present the summons to their supervisor within forty-eight (48) hours of receipt. Teachers may be excused from service, if so authorized by the Court, and the Board reserves the right to request the teacher to, or itself, make the request to be excused.
- B. Teachers who serve as a juror shall be paid the difference between the court payment and their regular salary. Evidence of court payment must be presented to the Treasurer prior to receiving payment from the Board.
- C. Unit members who are served with a subpoena to appear in court for school business shall be granted professional leave with full pay and employment status. Any compensation received by the employee shall be refunded to the District.

17.06 Child Care Leave

- A. Any parent, father and/or mother, birth or adoptive, may request and shall be granted leave without pay to care for a newly born or newly adopted child or children.
- B. The childcare leave provided in this agreement shall commence:
 1. Upon the birth or receipt of custody of the child or children
 2. After the birth mother's use of sick leave for her period of incapacity due to pregnancy
 3. After the use of Family Medical Leave Act, if requested
- C. Child Care leave in combination with FMLA shall be granted for no more

than one (1) year after the birth or receipt of custody of the child or children. However, employees returning from child care leave must return at the beginning of a semester and must return, at the latest, at the beginning of the next semester after the one (1) year anniversary of the birth or receipt of custody of the child or children.

- D. Additional leave may be granted by the Board at its discretion.
- E. Except in emergency situations, the member eligible for and desiring child care leave shall provide notification of same with the Board at least thirty (30) days prior to the anticipated starting date of the leave.
- F. A member granted Child Care Leave shall be returned, if possible, to the former position or to a teaching position in the member's area of certification at the contract status prior to the leave.
- G. Professional staff members on child care leave shall have the right to continue coverage of all medical, dental, and life insurance benefits at the member's expense.
- H. The member shall notify the Board no later than April 1, in writing, of whether they intend to return to work for the following school year. Failure to provide the notice shall result in the teacher being placed on the recall list.

17.07 Custodial Leave

- A. A teacher may apply for a custodial leave of absence for a period not to exceed the current school year. This leave will be for serious illness within the immediate family as defined under sick leave. The teacher has the right to purchase the cost of the benefit programs at his/her expense. Any costs to purchase service credit under the provisions of the State Teachers Retirement System shall not be assumed by the New Lebanon Board of Education. A teacher who leaves and returns in the same school year will return to his/her original position.
- B. To the extent required by the Family and Medical Leave Act, insurance premiums will be paid by the Board. See Maintenance of Health Benefits, Section 17.08.
- B. The member shall notify the Board no later than April 1, in writing, of whether they intend to return to work for the following school year. Failure to provide the notice shall result in the teacher being placed on the recall list.

17.08 Family and Medical Leave

The Board agrees to abide by the provisions of the Family and Medical Leave Act (FMLA) of 1993. The parties agree that all benefits mandated by this Act will be provided to eligible employees covered by this agreement. The complete content of FMLA can be found on the U.S. Department of Labor website at www.dol.gov/elaws.

17.09 Other Leaves

A. The Board will consider requests for other leaves of absence presented through the Superintendent. Requests must be in writing stating reasons for the request. A leave may be granted for the following:

1. Extended Illness - either mental or physical; the duration of the unpaid leave is not to extend over two (2) years. The teacher, on his/her return, shall submit to a physical exam by a medical doctor, and be certified as to his/her fitness to assume his/her duties. If the Board, on its own initiative, grants a leave for illness, the basis for giving the leave must be established by a medical doctor.

The Board and teachers shall have whatever rights, duties, discretion, and responsibilities as are set for in the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2601.)

The member shall notify the Board no later than April 1, in writing, of whether they intend to return to work for the following school year. Failure to provide the notice shall result in the teacher being placed on the recall list.

2. Military Leave - shall be granted pursuant to the provisions of Ohio Revised Code section 3319.14.
3. Professional Improvement Leave - Upon approval of the Superintendent and the Board, a teacher who has completed three (3) consecutive years of service in the District may be granted a leave of absence without pay for up to two (2) semesters, subject to the following restrictions:
 - a. The teacher shall present to the Superintendent for approval, a plan for professional growth to be followed during the professional improvement leave, and at the conclusion of the leave provide evidence that the plan was followed.
 - b. The teacher on professional improvement leave must notify the Superintendent in writing, by April 1 of the year of said

leave, of their intention to return the following year, or the Board may non-renew the teacher's contract.

4. Unpaid Leave - A teacher may request, in writing, up to five (5) days of unpaid leave per year to the Superintendent. The decision of the Superintendent regarding the granting of said days is not grievable.
5. Bereavement Leave - Three (3) days of absence, not chargeable against sick leave, shall be allowed when a death occurs to the teacher's current spouse, natural or adopted child, or teacher's mother or father.

The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leave to more than three percent (3%) of the professional staff at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for every five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave.

- B. Upon return the teacher shall resume his/her previous contract status and will be assigned to a position for which he/she is certified/licensed; there is no guarantee that it will be the same position which he/she previously held.
- C. A teacher who takes unpaid leave and who wishes to continue participating in group insurance programs must state such intention along with their written request for leave. A teacher may continue to participate in the Board's group insurance program during the leave. To continue to be enrolled in the District's insurance plans, the employee must pay the entire premium each month. The premium portion payable by the teacher is due on the first day of the month in advance. If applicable to a given unpaid leave of absence, COBRA rights will be granted to the teacher on such leave. Whenever FLMA leave is used in whole or in part, to the extent required by the Family and Medical Leave Act, group insurance premiums will be paid by the Board. See maintenance of health benefits, Section 17.08.
- D. Failure to complete the terms for which an approved unpaid leave was requested may be grounds for the termination of leave and/or contract status.

ARTICLE 18 RETIREMENT PAY

18.01 At the time of death of the employee or his/her retirement, as that term is used in Chapter 33 of the Ohio Revised Code, the Board will allow a teacher to convert

unused sick leave up to a maximum of eighty one (81) days provided the teacher has been employed in the New Lebanon School System for a period of ten (10) years. A teacher with less than ten (10) years in the New Lebanon School System may convert up to a maximum of fifty-four (54) days. The conversion rate shall be one-fourth (1/4) conversion days for each accumulated sick leave day. The teacher will receive said converted days on the basis of his/her per diem rate.

- 18.02 Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the employee.
- 18.03 In the event payment is made under this Article because of the death of an employee, payment shall be made to the beneficiary (ies) of record under the District's Group Life Insurance Program.
- 18.04 The Board will set up a 403(b) plan. Employees electing not to participate in the 403(b) plan will receive payment within thirty (30) days of retirement, after providing copy of first retirement check to the Treasurer's office.

ARTICLE 19
TUITION REIMBURSEMENT

19.01 The Board will allocate twenty-five thousand dollars (\$25,000) annually to enable certified/licensed staff members to take graduate courses for credit from an accredited college or university and approved by the LPDC and the Superintendent. Accreditation must be through one of the six regional accreditation agencies, the American Council for Education or National Program of Non-collegiate Sponsored Instruction. Coursework approved must be related to the teaching assignment or which leads to certification or licensure. All courses approved by the LPDC and the Superintendent are automatically eligible for tuition reimbursement. Otherwise, superintendent must approve the course.

A. Eligibility Requirements:

- 1. Applications must be submitted to the Superintendent for approval prior to the beginning of class.
- 2. The teacher must have completed two (2) full years of teaching in the New Lebanon Local School District and must hold a teaching position at the time of the coursework.
- 3. The teacher must be employed in the District in the year following completion of course work.
- 4. The teacher must earn at least a grade of "B" or Passing in a Pass-Fail course.

5. Courses taken through grants or funded, in whole or in part, by scholarships, stipends, or funds from any other sources outside the District, are not eligible.

B. Change of Course/Substitution:

A teacher having obtained advance approval for tuition reimbursement and having met all other conditions of this Article, will be reimbursed if:

1. The title of the original course is changed by the university or college without substantially changing the course content, or
2. The course originally approved is closed at the time of enrollment and another course that is applicable to the same area of concentration, or applies to certification/licensure upgrade, in the same teaching field is taken in substitution.

Satisfactory evidence must be provided to the Superintendent of a course change or course substitution within one (1) week of commencing such course to qualify for this exception.

C. Tuition Reimbursement Specifics & Payment Procedures:

1. The unused tuition reimbursement allocation from the preceding year will be carried forward for use in the following year, up to a maximum of \$50,000.
2. Actual tuition expenses are the only reimbursable item. No reimbursement will be made for books, materials, laboratory fees, meals, parking, application fees, graduation fees, or any other miscellaneous expense.
3. The Board and the NLFT agree to monitor the tuition reimbursement allocation on yearly basis to evaluate the adequacy of same with consideration to the new licensure laws.
4. The annual allocation amount, including any carryover from the preceding year, shall be available for payment to teachers who have applied, been approved, and submitted proof of payment and course completion for tuition reimbursement by August 31. Reimbursement payment will be issued within two (2) pay periods of August 31 each year.
5. A receipt showing payment for tuition and proof of satisfactory completion of the course must be presented to the Superintendent and Treasurer's Office no later than August 31. Proof of

satisfactory completion of the course is either an official transcript from the college or university or an official grade slip showing the final course grade.

6. Each applicant will be reimbursed up to \$1000.00 for tuition paid for an approved course or courses. However, if the total amount submitted for payment by all applicants exceeds the annual allocation amount, then each applicant will receive payment of a percentage of submitted costs calculated proportionately with consideration given to the \$1000.00 cap per individual. If monies are still available after all applicants have received reimbursement for their first course or courses up to \$1000.00 each teacher, then the applicant may receive a "second" payment for costs incurred over \$1000.00 with a teacher's maximum reimbursement under this Article not to exceed \$4000.00 in an fiscal year. The calculation of "second" payment follows the same rules as the initial payment calculations detailed herein.

ARTICLE 20 ATTENDANCE INCENTIVE

20.01 The Board recognizes the need to keep regular teachers in the classroom as much as possible. Therefore, the following incentive for excellent attendance shall be provided by the Board, beginning the 1996-1997 school year.

20.02 The Board shall provide the following Sick Leave Incentive pay:

No sick days used.	Teacher's daily rate
0.25 to one (1) sick day used.	\$125.00

20.03 The Board shall provide the following Personal Leave Incentive pay:

Any teacher who does not use the personal leave in accordance with Article XVII, Section 17.02 shall receive a compensation equal to the current daily substitute rate.

This compensation shall be paid to the employee with the last check of June each year.

ARTICLE 21 EMPLOYMENT OF RETIRED EMPLOYEES

21.01 If the Board of Education elected to employ the individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set for in this Article and only the conditions set forth in this Article shall apply to the employment of these individuals:

- A. The employment of a retired teacher shall start with the salary schedule placement experience of Step 0 for their proper training column according to their degree or educational status. If the teacher does not take the health insurance, the Board may employ the teacher at Step 3.
- B. Length of contract shall be for one (1) year and shall automatically expire without the district having to give notice to non-renew. Position for the following year will follow posting procedures. The District is not obligated to rehire or give a preference to a teacher from the New Lebanon District or any other school district.
- C. Seniority will begin with zero years and will not be accumulated.
- D. Retired certificated employees shall not be eligible to participate in any district retirement incentive program nor are they eligible for severance pay.
- E. Beginning January 1, 2009, if a retired employee is not eligible for health insurance benefits through STRS, retired certificated employees will not be offered health insurance benefits including dental, vision, prescription and life insurance.
- F. Retired certificated employees shall commence their employment with zero days accumulated sick leave and shall earn one and one-quarter (1 1/4) days of sick leave per month. The district may advance a retired certificated teacher up to five days sick leave. Accrued sick leave will not be carried over. Retirees may participate in incentives for sick leave and personal leave.
- G. Retired certificated employees shall be evaluated yearly. Modified version of the Professional Growth Instrument (PGI) will be used to evaluate and document performance.
- H. Retirees will not be entitled to tuition reimbursement. Professional development will be granted through LPDC's approval process.
- I. Retired certificated employees will be entitled to all other provisions and responsibilities of the negotiated agreement and applicable Board policy. He/she will be treated equally and fairly in all matters pertaining to the bargaining unit.
- J. Retired certificated employees will be a member of the bargaining unit.
- K. All of the terms and conditions of employment set forth in the preceding number paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to,

Sections 3313.202, 3319.07, 3319.08, 3319.11, 3319.111, 3319.141, 3319.22, Chapter 3317 of the Ohio Revised Code and Chapter 3301-24 of the Ohio Administrative Code.

ARTICLE 22
IMPLEMENTATION

- 22.01 This Agreement is subject to all existing and applicable state and federal laws, provided that should any change be made in any state or federal laws which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions which are in conformity with acceptable law.
- 22.02 Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.
- 22.03 This Agreement constitutes the total agreement between the parties. The parties to this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 23
NO STRIKE/LOCKOUT

- 23.01 It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the NLFT.
- 23.02 The NLFT agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the NLFT will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.

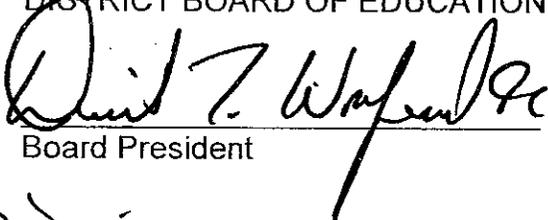
ARTICLE 24
DURATION

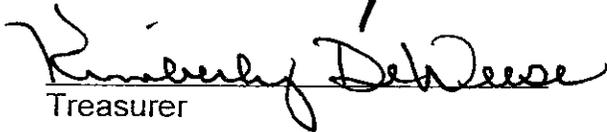
24.01 Effective Date - It is the purpose of this document to establish the relationship between the Board and the NLFT, and to set forth an orderly procedure for the consideration and efforts to resolve negotiable items. This agreement shall become effective on July 1, 2011, and shall remain in full force and effect through June 30, 2014. This agreement will expire June 30, 2014, except if mutually extended by both parties

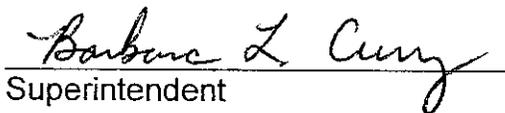
24.02 Amendments - If changes in this document are desired, written notification shall be given by the party proposing the changes. Negotiation shall occur in accordance with the procedures in this document. All amendments hereafter made shall be attached in the form of Articles.

Executed this the 27th day of June, 2011.

NEW LEBANON LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION


Board President


Treasurer


Superintendent

NEW LEBANON FEDERATION
OF TEACHERS, OFT/AFT


President


Vice President


Secretary

APPENDIX A

SALARY

2011-2014 Base Salary of \$ 32,685

SUPPLEMENTAL CONTRACTS

Effective July 1, 2011 \$23,663

SUPPLEMENTAL CONTRACT SALARY INDEX

1. Saturday School/Night School \$21.00/hour not to exceed \$84.00/day,
effective upon ratification of the Agreement by both parties.
2. Intervention Tutor \$30.00/test or \$15.50/hour.
Effective upon ratification of the
agreement.
For 2009-2010, \$16.00/hour.
For 2010-2011, \$16.50/hour,
3. Site Managers \$15.00/hour not to exceed \$60.00/event.
4. Music Accompanist (Adults Only) \$15.00/hour not to exceed
\$100.00/rehearsal performance
5. Local Professional Development Committee:
One (1) Teacher (Chair) \$500.00/school year.
One (1) Secretary \$500.00/school year.
Three (3) Building Representative* \$300.00/school year
6. Summer School Teacher \$21.00/hour.

*Two (2) alternates will be paid when filling in for an absent Building Representative.

SUPPLEMENTAL CONTRACT GUIDELINES

1. Coaching two (2) teams in the same sport in the 7th and 8th grade will move the coach up two (2) levels with only one (1) salary being paid for both.
2. Cheerleading Advisor cannot receive two (2) stipends per season.
3. Experience considerations (minimum):
 - A. If moving to a higher level (same sport), one-half of lower-level experience will be granted.
 - B. If moving to a lower level (same sport), all higher-level experience will be granted.
4. Non-Renewal of Supplemental Contracts

With the advent of House Bill 330, which went into effect on July 1, 1989, it is mutually agreed upon by both the New Lebanon Board of Education and the N.L.F.T. that it will be no longer necessary to non-renew certificated teachers (O.R.C. 3319.11) and/or non-certificated employees currently employed on supplemental contracts.

It is now understood that supplemental contracts, because of their nature, expire in the terms set forth in the contract which may not exceed five (5) years in duration. Pursuant to Ohio Revised Code section 3313.53, it is now not necessary to non-renew the contracts of non-teaching persons employed upon a supplemental contract because such a contract may not exceed one (1) year.

5. Payment of Supplemental Contracts

If taxes are applicable, they shall be deducted. If wage does not qualify for tax withholding, taxes shall be withheld if requested in writing by the teacher. Extended service will be included in the annual salary. Supplemental contracts will be paid upon the completion of the contract with the exception of two (2) payments to those which last the full year