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NEGOTIATED AGREEMENT

FOR

ADMINISTRATIVE

AND

SUPERVISORY STAFF

*Lima City Schools
Board of Education*

July 1, 2012 – June 30, 2013

12-CON-03-0016

0016-03



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ARTICLE I - NEGOTIATION AGREEMENT

PREAMBLE

Recognizing that providing a high quality of education for the students of the Lima City School District is the primary purpose of this school district and that good morale of administrative and supervisory staff is necessary for the best education of the students, we hereby declare that:

The Lima Board of Education, under law, has the final responsibility for establishing the policies of the Lima City School District. Consequently, all rights, powers, duties, discretion, authority and prerogatives are retained by and shall remain exclusively vested in the Lima City Board of Education.

The Superintendent has the responsibility of carrying out the Board-established policies. Therefore, all rights, powers, duties, or authority not specifically reduced to writing as part of this Agreement are reserved solely to the discretion of the Superintendent.

The Lima City Board of Education and Superintendent and the administrative and supervisory staff recognize that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation, and effective communication exist between the Lima Board of Education and the administrative and supervisory staff.

RECOGNITION

The Lima City Schools Board of Education, hereinafter the "Board," hereby recognizes the LCSAP, hereinafter the "Congress," as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code.

This recognition shall continue in effect as long as the paid membership in the Congress contains more than fifty percent (50%) of the total employees in the negotiation unit. Any person employed by the Lima City Schools as an administrator, school psychologist, or supervisor, with the exceptions of superintendent, assistant superintendent and treasurer, shall be eligible for membership in LCSAP, provided said person meets the membership requirements of LCSAP as provided by the Association's constitution.

ARTICLE II - ASSOCIATION RIGHTS

Equal Employment and Opportunities - Employment practices in the Lima City School District shall be in accordance with federal and state laws, specifically Title VI and VII (Civil Rights Act of 1964), Equal Pay Act of 1963, Title IX (Education Amendments of 1972), and Section 504 of the Rehabilitation Act of 1973, and all such practices consistent with the total education program shall reflect a dedication to providing equal educational and employment opportunities without regard to race, color, creed, national origin, sex, or handicap as defined by these laws; all employment applications and notices shall carry the label, "An Equal Opportunity Employer M/F Handicapped."

NEGOTIATIONS

- A. The Board and the Congress agree that the "good faith" negotiations process is preferably a shared problem-solving format. This format would include an exchange of ideas to promote discussions that would lead to a mutually acceptable agreement.
- B. The negotiations process shall be governed by the requirements of Chapter 4117 of the Ohio Revised Code.
- C. Meeting time shall be mutually acceptable. The Board may agree to meeting times during the regular workday.
- D. The Board and Congress agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- E. During the negotiations process, mutual agreement is required for any informational release to the media.
- F. Disagreement Resolution.
 - 1. If agreement is not reached on matters being negotiated at any time within forty-five (45) days before the expiration date of this Agreement, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties.

If agreement on the selection of the mediator is not reached within five (5) days after the call for mediation, the American Arbitration Association shall be contacted to appoint a mediator according to the rules and regulations of the American Arbitration Association.

The impasse procedure cost will be shared equally between the Board and the Congress.

- G. The Association guarantees there will be no strike, slowdown, work stoppage or any concerted activity to create such conditions for the duration of this Agreement.
- H. No reprisal of any kind shall be taken by or against any participant in negotiations by either the Association or the Board.

REVIEW AND EVALUATION

There shall be a continuous study and review of the negotiation agreement. As new items or matters are recognized by the Congress and/or the Board or its representatives, said items shall be considered as part of future negotiations.

ARTICLE III - EMPLOYEE RIGHTS

PERSONNEL RECORDS

- A. Information Placed in Personnel File - When a Superintendent or Assistant Superintendent finds it necessary to make an adverse notation in an administrator's file, the administrator shall be allowed to:
1. Read such a notation and affix a signature indicating they have read the notation but not necessarily agreeing to it.
 2. Have the right to answer such a notation in writing and answer shall be attached to the file copy.
- B. Examination of Personnel File - Administrators and supervisors shall have the right to examine their personnel file in the presence of the Personnel Office and may file written explanations to any derogatory statements which must remain on file as long as derogatory statements are on file.
- C. Material Prohibited in Personnel File - Anonymous letters or materials shall not be placed in administrator's or supervisor's file.
- D. Removal of Material from Personnel File - Materials may be removed from an individual's file by consent of the Superintendent.
- E. Copy of Information in Personnel File - A member shall be entitled to a copy, at personal expense, of any materials in the private personnel file, except for materials originally supplied to the administration as confidential previous to employment.

ASSIGNMENT AND TRANSFER

- A. Vacancy Listings - The Personnel Office will make known by publishing a list of all administrative and supervisory vacancies and new positions in the Lima City School District as vacancies occur. The list will be posted on the Educational Center bulletin board as they occur.
- B. Assignment and Transfer of Employees - Each employee of the Board shall be assigned to a specific position by or under the direction of the Superintendent and may be transferred to any other position for which the employee is qualified. Transfer may be made for any purpose, which, in the judgment of the Superintendent, is for the welfare of the employee or the schools. Any employee who is transferred from one building to another or from one position to another

will be granted the courtesy of a conference before the transfer is made unless an emergency requires quicker action.

- C. Voluntary Transfer - When supervisory or administrative personnel request a transfer from their present position, a letter of request spelling out in detail the reasons for transfer will be submitted to the Superintendent. When a decision has been made concerning the transfer, the individual will be notified within fourteen (14) days.
- D. Involuntary Transfer - In cases of involuntary transfers of administrative or supervisory personnel, the following steps will be followed:
 - 1. When a problem is first identified, a conference to suggest steps to correct the problem shall be held between the individual concerned and the immediate supervisor or Superintendent.
 - 2. If all constructive means to remedy the situation are ineffective, the individual to be transferred involuntarily is to be informed in writing before the end of the individual's contract year.
 - 3. Notification of an involuntary transfer will be in writing and will be signed by the individual concerned, but will not be interpreted to mean agreement with the transfer.
- E. Status of Administrative and Supervisory Positions - Individuals holding administrative and supervisory positions in the Lima schools shall continue to hold these positions as long as their performance is satisfactory and it benefits the welfare of the Lima City Schools.
- F. Dismissal or Demotion - Except in cases of gross immorality, the non-renewal, dismissal, or demotion of an individual from an administrative or supervisory position shall not affect the teacher contractual status of said individual.

EMPLOYEE EVALUATION PROCEDURE

The Lima City School District employee evaluation procedure is designed primarily to recognize strengths, to encourage improvement, and to stimulate professional growth.

To be most effective, the process must reflect the cooperative efforts of all concerned parties; i.e. both those being evaluated and those doing the evaluation.

The purpose of this evaluation will be to assess the performance of administrators and to provide information upon which to base employment and personnel decisions. Evaluations should also assist administrators to develop their professional abilities in order to better accomplish the effective management of the school system.

Evaluations will be made by the Superintendent or designee to whom the administrator is immediately responsible. The results of the evaluation will be put in writing and discussed with the administrators by the person who makes the evaluation at least sixty (60) days prior to any action by the Board on the employee's contract. The administrator being evaluated will have the right to attach a memorandum to the written evaluation. The results of the evaluations will be kept in personnel records maintained in the central office. Information gathered and written evaluative documents used in retention, promotion, or termination of an administrator will be accessible to the person concerned or his/her representative.

Evaluation Procedures:

1. All administrators shall be evaluated yearly in accordance with Ohio Revised Code 3319.02. The evaluation shall reflect the responsibilities as contained in the administrator's job description.
2. Evaluation sequence for contract year:
 - a. Initial conference to establish performance objectives by September 30 (optional).
 - b. Written evaluation given to administrator prior to last contracted work day.
3. Evaluation sequence for contract renewal year:
 - a. Initial conference to establish performance objectives by September 30 (optional).
 - b. First written evaluation given to administrator at least sixty (60) days prior to board action on the contract.
 - c. Second written evaluation given to the administrator at least five (5) days prior to board action on the contract.

ARTICLE IV - COMPENSATION

- A. 1. Base Increase – No base increase for the 2012-2013 school year.
2. In 2011-2012, the LCSAP accepted a 2% decrease in salary.
3. Step increases will be granted for the 2012-2013 school year.
- B. Non Fully Certified Administrators – Any administrator hired after July 1, 2011, who does not possess administrative licensure, shall be paid 90% of the administrative pay scale, until full administrative certification is obtained.
- C. Stipend for More Than One School – Any building principal / small school leader who is assigned to administer two separate schools for an academic year will receive a stipend of \$2,500.
- D. Payment of Salary - The salary of each employee shall be paid every other Friday via direct deposit.

In the event that a payday falls on a bank holiday, employees will be issued their pay the day before the holiday. Employees may elect to receive a paper copy of the pay stub.

- E. Adjustment in Employee's Salary - When an employee has earned the additional graduate credits required for a salary adjustment, verification shall be given to the Personnel Office.

To be considered for salary credit on the BA + 15, +30, +45 and MA +15, +30, +45 salary schedules, credits must be earned after the initial degree is awarded.

Salary adjustments will be made as follows:

<u>Type</u>	<u>Date</u>	<u>Verification</u>
Full-year	October	Official Transcript
Half-year	February	Official Transcript

Note: An Official letter of notification from the college/university will meet the verification requirement until an official transcript can be provided.

- F. Board Pick-up of Employee's Contribution - All administrators will have 100% of the retirement paid by the Board of Education with pick-up on pick-up.
- G. Credit Union - Payroll deductions for employees enrolled in the Credit Union will be set up in equal installments.

H. **Severance Pay** - Upon Retirement, as hereinafter defined, administrative/ supervisory staff of the Lima City School District shall be entitled to severance pay based upon the monetary value of their accumulated and unused sick leave at the time of retirement at the rate of one-fourth (1/4) of the first one hundred fifty-five (155) days. Daily rate for 260-day employees will be calculated using the current salary / 228 days (260 – 20 vacation days – 12 holidays = 228) for severance purposes.

I. **Holidays** – New Years Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Years Eve.

260-day administrators receive the above holidays and administrators who work less than 260 days will receive the days only during their calendar.

J. **Vacations** - 260-day administrators earn twenty (20) days of vacation per year. The number of vacation days an administrator in the Lima City Schools can accumulate shall be limited to forty (40) days.

Upon separation of employment, an administrator will be compensated at his/her current rate of pay for all lawfully accrued and unused vacation days to his/her credit at the time of separation, not to exceed the amount accrued as per above. In case of death of an administrator, such unused vacation as the Board would have paid to this administrator upon his/her separation, shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his/her estate. Daily rate for vacation will be calculated using the current salary / 260 days.

K. **Tax Sheltered Annuity** - The Board agrees that, pursuant to Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity").

The following restrictions and limitations apply with respect to such matters:

1. The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b)(3). Employees must make their elections in writing

2. In accordance with Ohio Revised Code (ORC) Section 9.91, the Board may require that five (5) employees elect to have contributions made to or

through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity.

3. A newly hired member of the Association who has an annuity, which cannot be rolled over without penalty, will not fall under this specific restriction.
4. Deduction for tax-sheltered annuities as approved during the open registration period of November 15 to January 1 will be made, and appropriate payments for such annuities made when due. Annuities will be deducted the first two (2) pays of each month.
5. Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits and must sign the certification that may be obtained in the Treasurer's office. The Board will restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.
6. In accordance with ORC Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from liability.

The Board will make reports to the Internal Revenue Service (e.g. Form W2's) and withhold federal, state, school district and local income taxes and employment taxes as is required to do by law.

In the event that approved negotiation procedures result in proposed retroactive pay increases, arrangements for actual payment of such increases shall be effective for employees currently under contract.

If an employee purchases service credit as provided by STRS laws and regulations for unpaid leaves of absence, the employee may make payments to the STRS (if allowed by STRS) through payroll deduction. An employee who purchases service credit must reimburse the Board through payroll deduction over regular pays for the Board's contribution cost for the purchased service.

It is understood that:

1. Once an employee begins the purchase of credit by tax-deferred payroll deduction, it is irrevocable. An employee cannot stop or change payments until the purchase is complete or employment is terminated.
2. Employees who begin the purchase of credit by tax-deferred payroll deduction cannot make payments directly to STRS Ohio for the same credit.

3. Overpayments on tax-deferred payroll deductions will be returned to the employer for proper tax accounting.

ARTICLE V - INSURANCE

- A. The Board will provide health and dental insurance to employees.
- B. The health and dental insurance plan(s) available shall be determined by the Allen County Health Schools Health Plan.
 - 1. The Board's contribution (per employee) toward monthly premiums for health insurance coverage shall be \$1,000.00 for family coverage effective and \$435.00 for single coverage.

If there is any increase in the Board's contribution towards the premium of any other employee in the OAPSE and LEA contracts and that contribution is greater than the contribution for members of the bargaining unit, the greater amount will be the Board's contribution for all eligible bargaining unit employees. This provision shall be in effect for the life of the agreement.
 - 2. The Board's contribution (per employee) toward monthly premiums for dental insurance coverage shall be \$36.55.
 - 3. Hourly employees working twenty-five (25) hours per week or more will be eligible to purchase any insurance option at their cost.
 - 4. Any employee working less than full-time will have his/her health benefits pro-rated according to his/her fraction of time worked.
 - 5. The Board's contribution (per employee) for couples, as defined in Article XV(A)(3) shall not exceed an amount equal to the total of 100% of the combined monthly premiums for health insurance.
 - 6. Each employee enrolled in the insurance programs where limits are exceeded will pay the balance of the monthly premium by payroll deduction.
 - 7. A member of the Association shall be limited to the open enrollment window in making decisions about insurance options.
- C. The Board will provide each teacher with group term life insurance in the amount of \$50,000.00.
- D. All certified/licensed employees are included within the State Workers' Compensation Act and are to be governed accordingly.

E. Flex Spending Plan

1. Members of the Association enrolled in the health insurance plan may participate in the Flex Spending Plan using their own funds through payroll deduction.
2. The employee may add funds, allowed by IRS rules, to the account by payroll deduction. Those funds will be considered an IRS shelter.
3. Members of the Association may use these funds toward dependent care and un-reimbursed medical expenses. Employee payroll contributions for medical and dental insurance premiums may also be paid with pre-taxed dollars. Payroll deductions must be specified as to un-reimbursed medical or dependent care. These funds cannot be co-mingled.
4. The minimum/maximum annual contribution to the medical spending accounts shall be per IRS code.
5. Members of the Association may put additional funds up to IRS limits into the dependent care account and health care premium plans.
6. The program will be administered by the plan carrier. The Board will pay the yearly enrollment fee and monthly processing charge.

ARTICLE VI - LEAVES

A. SICK LEAVE

1. Advancement of Sick Leave - A sick leave advance will be available, as follows:
 - a. In an employee's first year of full-time employment, their yearly total accumulation of fifteen (15) days will be advanced at the beginning of the year.
 - b. For each additional year of full-time employment, a maximum of seven (7) days will be advanced, if needed.
 - c. In either case, if the employee leaves the District before they have earned enough sick days to offset their sick day advance, the appropriate salary reduction will be made.
2. Accumulation of Sick Leave
 - a. Administrators/supervisors earn sick leave at the rate of one and one-fourth (1¼) work days with pay for each calendar month or a total of fifteen (15) days per year.
 - b. The Lima City School District will accept only the transfer of sick leave accumulated from an Ohio political subdivision up to the commensurate number of yearly contract days relative to each position, i.e. 200 to 228 days.
3. Use of Sick Leave – Personal - Administrative personnel may use sick leave for absence due to personal illness, injury which requires medical attention, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.
4. Sick Leave Bank Alternative - When in the judgment of a physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the administrator and/or his/her immediate family, and additional days are still needed, then he/she may request through Lima Congress of School Administrative Personnel that the additional days be transferred from other bargaining unit members' accumulated sick leave. Lima Congress of Administrative School Personnel shall establish an internal policy to administer such a transfer. Catastrophic illness shall be defined as disease, injury, or illness which is life threatening or requires

hospitalization. Examples of qualifying conditions are heart, cancer, stroke or AIDS.

Examples of non-qualifying conditions are normal pregnancies and elective surgeries.

The Congress shall notify the Treasurer of the Board in writing, of the number of days to be deducted, from who, and the person receiving the transferred days. Included in the notice shall be a signed statement by the administrator involved authorizing the board treasurer to transfer the days. These additional limitations will apply to this paragraph:

- a) Donations from an administrator must be in units of one (1) day;
 - b) it cannot be used if the administrator has applied for and been granted disability retirement;
 - c) no more days can be given than needed by the administrator to serve out the regular school year;
 - d) the administrator must exhaust his/her own sick leave first;
 - e) the administrator who is using donated sick leave will not earn additional sick leave while receiving the donated leave days; and
 - f) no employee shall be permitted to donate more than ten (10) days per sick leave bank recipient per school year (7/1-6/30).
5. Use of Sick Leave - Immediate Family - Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, or any other relative living under the employee's roof, and in addition, any other person(s) as determined by the Superintendent who has or is living with the employee or for whom the employee has full power of attorney or legal guardianship.
6. Use of Sick Leave - Death in the Immediate Family - Sick leave may also be used for death in the employee's immediate family. In this section, immediate family is defined to include all relatives listed in Section 4, plus grandmother, grandfather, brother-in-law, sister-in-law, and in addition, any other person(s) as determined by the Superintendent who has or is living with the employee or for whom the employee has full power of attorney or legal guardianship.

7. Limitations

- a. Administrators shall limit use of leave under Section 4 and 5 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.
- b. All absence which qualifies for sick leave will be deducted from sick leave. Personal days may not be used as an alternate for sick leave.
- c. All sick leave requests are subject to the approval of the Superintendent.

8. Requests

- a. Administrative staff shall notify the Superintendent of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute
- b. On the first work day following the absence the administrator is required by Section 3319.141 O.R.C. to furnish a written, signed statement justifying the use of sick leave including the name and address of the attending physical if medical attention was required.
- c. The administrator bears full responsibility for leave, completing and submitting the form.
- d. Falsification of this statement is grounds for suspension or termination of employment as provided in the Ohio Revised Code.
- e. Failure to submit this statement within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the appropriate form is properly completed and submitted.

B. PARENTAL LEAVE

1. Pregnancy Disability Leave

Administrators may use accumulated sick leave as set forth in this section for disabilities caused or contributed to by pregnancy, miscarriage or childbirth and recovery therefrom. The length of such disability leave including the date on which the leave is to begin, shall be determined by the administrator and the administrator's doctor.

The recommended amount of sick leave to be used for one such specific purpose is limited to any period between one (1) and thirty (30) school days; when the period approaches the latter mark, the administrator is urged to consider a suggested time schedule of two (2) weeks prior to delivery and four (4) weeks after delivery. If extenuating circumstances develop and if the administrator has sufficient accumulated sick leave time, the administrator may, by providing medical justification, apply to the Superintendent for an extension of such leave; such leave shall then be granted.

2. Adoption Leave

Administrators may use accumulated sick leave for adoption of a child under six (6) years of age; such leave shall be for the purpose of allowing time for bonding. The length of such leave shall normally be for a period of six (6) weeks; however, this time may be extended by providing medical justification.

3. Child Care Leave

A leave of absence may be granted to an administrator, without pay, for the purpose of raising his/her natural or adopted child. Except for emergency situations, such requests must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave and must be in accordance with the following provisions:

- a. the minimum amount of such leave shall be sixty (60) days;
- b. the maximum amount of such leave shall be the remainder of the school year in which the request is initiated and one full school year thereafter; and
- c. if extenuating circumstances exist, the administrator may direct a full explanation of such to the Superintendent, who may then recommend to the board of education a renewal of a leave for an extended period.

4. Family Leave

- a. An administrator may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.

- b. An administrator desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise the written notice shall be given as soon as possible after the administrator learns of the need for the leave. The administrator's notice to the Superintendent that he/she will use family leave must specify that "family leave" will be the type of leave taken.
- c. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for an administrator on the active payroll to continue participation in life, dental, and health insurance. The administrator must pay the portion of the premium for any such insurances to the Treasurer by the twentieth (20) day of the month in which the administrator desires to have the insurance coverage continued. If the administrator does not pay her/his contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.
- d. Instead of taking family leave, an administrator may opt to take other forms of unpaid leave under this Article or state law if eligible for the particular type of leave. However, an administrator is not eligible to take unpaid leave under Article VI (B)(3), (Child Care Leave) or state law if, during the preceding twelve (12) months, the administrator has taken family leave.

C. **PROFESSIONAL LEAVE**

1. **Request for Leave**

Members may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally, with the approval of the Superintendent.

Administrative staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Request for professional leave shall be submitted in writing on forms which shall be available to all professional staff at the Superintendent's office. Requests shall be initiated at the office of the Assistant Superintendent for educational personnel at least ten (10) working days prior to the requested leave. After consideration, the Assistant Superintendent will forward the request to the Superintendent.

Exception to the ten (10) day advance notice may be allowed if the staff member can demonstrate they did not receive adequate advance notice.

Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned to the staff member requesting the leave and will not be considered until they are completed and returned.

2. Reimbursement Requests

Reimbursement for approved professional leave will be paid for the necessary and reasonable expenses, if budget allocations are available, as follows:

- a. Use of privately-owned automobile at the applicable IRS rate, for up to five hundred (500) miles of travel.
- b. Commercial carrier fare which is supported by receipts.
- c. Meals and lodging necessary and actual expenditures as supported by receipts up to the limit annually adopted by the Board.
- d. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, parking tolls, telephone calls, conference registration and the expenses necessary to the conduct of official school district business which is supported by receipts.
- e. Reimbursement forms must be submitted to the Superintendent within thirty (30) days following the leave and must have a typed report attached giving an evaluation of the meeting or visitation.

The administration may approve partial reimbursement for approved professional leave expenses including pay for substitute only.

D. PERSONAL LEAVE

Full time administrators may request three (3) days of leave per year which shall be unrestricted as to reason. Half-time administrators may request one and one-half (1½) days of leave. The use of the leave shall be subject to the conditions below.

1. Personal leave shall not be charged to sick leave.

2. On the first day of work following the leave, the administrator will furnish a signed, Board approved form indicating the use of personal leave.
3. No more than ten percent (10%) of the Association may be on personal leave and/or unpaid leaves simultaneously in the District prior to or after a holiday or vacation period.
4. Personal leave taken prior to or after a holiday must be approved in advance by the Superintendent in order to assure that the ten percent (10%) rule listed above does not apply.
5. Personal leave cannot be used on a district wide in-service day.
6. Administrators not using personal days in any given school year shall be paid \$100 for each unused day.
7. Administrators may elect to bank two (2) unused days per year. Notice of banking election must be provided to the Treasurer, in writing, by June 1. If notice of banking is not received by June 1, then the unused day(s) will be paid in accordance with Article VI(D)6. Administrators may not use five (5) personal days consecutively, notwithstanding weekends.

E. ASSAULT LEAVE

Any certified administrative employee of the Lima City Schools assaulted while in the course of such administrative employment and temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave and hereinafter provided. The administrator shall apply for Workers Compensation.

If Workers Compensation benefits are paid, the Board shall pay to such an administrator, the difference between the benefits received and the administrator's regular salary. Assault leave as provided herein shall not exceed more than ninety (90) days from the date of injury and shall be terminated at such time as Workers Compensation payments are terminated, whichever comes first.

F. SABBATICAL LEAVE

The Board of Education will approve leave for professional study or improvement for one or two semesters with partial pay within the regulations as set forth by the Ohio Revised Code Section 3319.131 and the State Teachers Retirement System and under the following Board regulations:

1. The proposed program for leave must be approved in advance. Application including an outline of the study program or the proposals for professional improvement must be submitted by June 1 for consideration of leave for the following year or first semester, and by January 1 for the second semester. Needed extension of these deadlines will be left to the discretion of the Superintendent. A statement of achievement must be submitted at the conclusion of the leave.
2. Approval will be given to those otherwise qualified who have at least five (5) years of expected service before retirement.
3. The amount of pay an administrator shall receive while on leave under the provisions of this policy shall be the difference between the pay to which the administrator would be entitled if service had been rendered during the period of leave and the salary of the substitute.
4. Such pay shall not preclude the acceptance of fellowships or other sources of supplemental income by the administrator on leave.
5. In determining the pay during the period of leave and the salary after return from leave, the administrator on leave shall be granted increments and any other salary adjustments as though service had not been interrupted providing the program of professional growth is completed satisfactorily.
6. The administrator must return to the same or mutually agreeable position within the school system for at least one (1) year immediately following satisfactory completion of the program or refund all pay received from the Board during the period of leave unless the administrator has completed twenty-five (25) years of teaching in the state. Refund of all pay must occur prior to the end of the calendar year in which the administrator would have returned to duty.
7. The administrator will be eligible for all insurance benefits paid by the Board of Education to a full-time certificated employee. However, no sick leave benefits will accrue during the period of professional leave. If the administrator elects not to return, the administrator shall refund to the school district the value of insurance benefits received during the year of leave. In addition, the administrator agrees to pay the Board's share of retirement should said same employee at a later date decide to buy retirement credit for this sabbatical leave.
8. The number of such leaves granted per year shall be at the discretion of the Superintendent, except that not more than five (5) of professional staff may be on leave for study or professional improvement at any time and only when satisfactory substitutes are available.

9. All certificated staff are to be considered eligible if they meet the following requirements:
- a. The applicant must hold standard certification.
 - b. The applicant must have served in the Lima City School District for a minimum of five (5) years.
 - c. Consideration would not be given more often than once for each five (5) years of service, nor leave granted a second time when other members of the staff have filed application.

G. JUDICIAL DUTY LEAVE

An administrator called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated at the regular personal per diem rate provided the pay received, if any, for the performance of such legally required obligations, is turned into the Treasurer's Office. Exceptions will be cases involving legal action brought against the Board by the Lima Congress of School Administrators or any member thereof except in such cases where the Board subpoenas the administrator

H. ABSENCE FROM DUTY DUE TO WEATHER CONDITIONS

Administrators will not be paid for days absent because of snowfall or other inclement weather if school is in operation. If the administrator makes every effort and is able to get to school late, up to noon on the day of the snowfall or inclement weather, salary will be paid for the whole day.

I. PROFESSIONAL ASSOCIATION LEAVE

Meeting for Elected and Appointed Officials of Professional Associations - Those administrative personnel who are elected as officers, appointed as committee members, or elected delegates in their professional, state or national associations or affiliated organizations to their state or national associations, may attend official meetings of those bodies which are required of them in their elected or appointed positions without loss of pay. No expenses for such meetings, other than substitute services, shall be paid by the Board and shall be limited to twenty (20) days of substitute pay.

J. EARLY RELEASE DAYS

There will be four (4) early release days for LCSAP staff on the school days that precede the following breaks: Thanksgiving, Christmas, Spring Break, and the last day of school. Early release shall occur after student dismissal and after the building and grounds are cleared of students.

K. MILITARY LEAVE

1. In accordance with Section 3319.14 of the Ohio Revised Code, a military leave of absence without pay shall be granted to any administrator under contract who shall be called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.
2. Any administrator whose service in the Lima City Schools has been interrupted by active duty service in the armed forces shall be reemployed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code and shall be given full credit in the salary schedule for such service.
3. Military leave shall be granted pursuant to Section 5923.05 of the Revised Code of Ohio.

L. RETURN FROM LEAVE

An administrator shall not earn sick leave, personal leave, or service credit on the salary schedule (increments) while on sabbatical leave or any approved unpaid leave. The leave shall not constitute a break in service, however, and the administrator shall resume the sick leave and service credit which he/she had accumulated immediately before the beginning of leave.

The administrator returning from any leave of absence enumerated in this section shall be returned to a position comparable to the one held before leave including supplemental duties, if available; provided, however, that if any organizational problems require it, the administrator may be assigned to any other position for which the administrator is qualified.

At the expiration of the specified period of leave, the administrator shall terminate affiliation with the Board of Education if, at that time, the administrator declines such a position which has been tendered in the Lima City Schools. After January 1, and prior to March 1, the Superintendent or the Board of Education shall notify by letter each administrator on leave that he/she must declare in writing to the Superintendent by March 15 of the year in which his/her leave expires as to his/her intention of returning to service. Failure of the administrator then to

respond to the Superintendent's letter and to supply statement of intent by March 15 shall be deemed as automatic resignation.

Prior to finalizing termination of an appropriate illness or disability leave and returning to active duty, the administrator must submit a written statement from a physician indicating that he/she is able to return to his/her duties in the school.

M. UNPAID LEAVE OF ABSENCE

1. An unpaid leave of absence of up to five (5) days may be approved by the Superintendent for important family and/or professional reasons. Employees requesting short-term leave shall apply to the Superintendent in writing, fully explaining the reasons justifying the leave. Short-term unpaid leave will only be granted in units of one (1) day or more. Except in unusual circumstances, short-term unpaid leave may not be taken contiguous to personal leave, any other paid leave, or contiguous to a holiday or vacation period.
2. Leave To Care for an Immediate Member of the Family Who is Ill - Leave may be granted without pay for up to one year, to administrators in the Lima City School District to care for gravely or terminally ill members of the immediate family. The Superintendent may require written proof from the attending physician that the leave is necessary and that the member of the family is gravely or terminally ill before such a leave is granted. No increment in the salary schedule shall be recognized for such a leave. The leave outlined within this Item may be available to administrators who have completed at least three (3) full years of service in the school district, but only upon approval of the Superintendent of Schools.

ARTICLE VII - GRIEVANCE

A. **DEFINITIONS**

1. A "grievance" is a complaint involving the alleged violation, misinterpretation, or misapplication of terms and conditions of this Agreement.
2. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
3. "Day" shall mean work days exclusive of Saturday, Sunday, holidays or vacation days in which school is not in session during the school year.

B. **PROCEDURE**

1. *Level One -*
A LCSAP member with a grievance shall first discuss it informally with his/her immediate supervisor either individually or together with a LCSAP representative or another advisor.
2. *Level Two -*
If the grievant and/or LCSAP is not satisfied with the disposition of the discussion at Level One, the grievance shall be filed, in writing, with the Assistant Superintendent. Within five (5) days of receipt of the grievance, a hearing shall be scheduled. A decision shall be issued, in writing, with copies for the grievant and LCSAP, within five (5) days of the hearing.
3. *Level Three -*
If the grievant and/or LCSAP is not satisfied with the disposition of the decision at Level Two, the grievance shall be filed, in writing, with the Superintendent. Within five (5) days of receipt of the grievance, a hearing shall be scheduled. A decision shall be issued, in writing, with copies for the grievant and LCSAP within five (5) days of the hearing.
4. *Level Four -*
If the grievant and/or LCSAP is not satisfied with the decision of the Superintendent, an appeal may be filed with the Board, in writing.
5. No reprisal shall be taken by or against any participant involved in the process of a grievance.

ARTICLE VIII - AGREEMENT

Except as otherwise may be provided herein, this Agreement represents the entire Agreement between the parties and supersedes all prior Agreements between them.

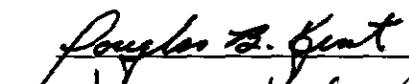
Conflict With The Law - Consistent with R.C. 4117.10, the terms of this Negotiated Agreement supersede and replace any conflicting provisions of state law. If any provision of this Agreement conflicts with any federal law or state law which cannot be superseded in this Agreement, such provision shall be inoperative, but the remaining provisions hereof shall remain in effect.

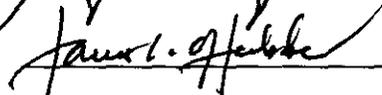
This Agreement made and entered into this 25th day of October, 2011, by and between the Lima Congress of School Administrative Personnel and the Lima City Board of Education.

This Agreement shall become effective July 1, 2012 and shall continue in full force and effect until June 30, 2013.

In witness whereof, the parties have caused this Agreement to be executed on the dates set forth:

FOR THE LIMA CONGRESS OF
SCHOOL ADMINISTRATIVE
PERSONNEL

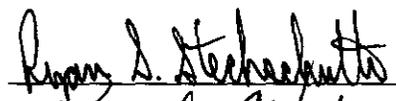


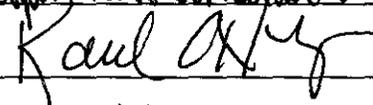


12-07-11

Date

FOR THE BOARD OF EDUCATION OF
THE LIMA CITY SCHOOL DISTRICT





12-20-11

Date

(10/25/11)

APPENDIX “A”

Salary Schedules

2012- 2013

Director

SALARY SCHEDULE

	BA	MA	MA + 5	MA + 10	MA + 15	Doctorate
0	63,533	72,295	73,282	74,267	75,308	78,267
1	63,533	72,295	73,282	74,267	75,308	78,267
2	65,723	74,487	75,472	76,458	77,498	80,456
3	65,723	74,487	75,472	76,458	77,498	80,456
4	67,914	76,677	77,663	78,649	79,689	82,647
5	67,914	76,677	77,663	78,649	79,689	82,647
6	70,105	78,868	79,854	80,840	81,881	84,837

217 day contract

2012 - 2013

Director

SALARY SCHEDULE

	BA	MA	MA+15	MA+30	MA+45	Doctorate
0	66,819	75,582	76,568	77,553	78,595	81,552
1	66,819	75,582	76,568	77,553	78,595	81,552
2	69,009	77,773	78,758	79,744	80,785	83,743
3	69,009	77,773	78,758	79,744	80,785	83,743
4	71,200	79,963	80,949	81,934	82,976	85,935
5	71,200	79,963	80,949	81,934	82,976	85,935
6	73,391	82,154	83,140	84,125	85,168	88,125

260 day contract

2012 - 2013

Supervisor

SALARY SCHEDULE

	BA	MA	MA+15	MA+30	MA+45	Doctorate
0	58,056	66,820	67,805	68,792	69,832	72,790
1	58,056	66,820	67,805	68,792	69,832	72,790
2	60,247	69,010	69,997	70,982	72,024	74,981
3	60,247	69,010	69,997	70,982	72,024	74,981
4	62,437	71,201	72,187	73,174	74,214	77,171
5	62,437	71,201	72,187	73,174	74,214	77,171
6	64,628	73,392	74,378	75,365	76,405	79,362

217 day contract

2012 - 2013 Psychologist SALARY SCHEDULE

	BA	MA	MA+5	MA+30	MA+45	Doctorate
0	54,770	63,534	64,519	65,506	66,546	69,504
1	54,770	63,534	64,519	65,506	66,546	69,504
2	56,961	65,724	66,710	67,697	68,737	71,695
3	56,961	65,724	66,710	67,697	68,737	71,695
4	59,153	67,915	68,902	69,887	70,929	73,886
5	59,153	67,915	68,902	69,887	70,929	73,886
6	61,343	70,106	71,092	72,078	73,119	76,077

205 day contract

2012 - 2013

High School Principal

SALARY SCHEDULE

	BA	MA	MA+15	MA+30	MA+45	Doctorate
0	79,416	88,179	89,165	90,150	91,191	94,148
1	79,416	88,179	89,165	90,150	91,191	94,148
2	81,606	90,370	91,354	92,341	93,382	96,338
3	81,606	90,370	91,354	92,341	93,382	96,338
4	83,797	92,561	93,546	94,533	95,572	98,529
5	83,797	92,561	93,546	94,533	95,572	98,529
6	85,989	94,751	95,737	96,723	97,764	100,719

260 day contract

2012 - 2013

Assistant High School Principal

SALARY SCHEDULE

	BA	MA	MA+5	MA+10	MA+15	Doctorate
0	56,139	64,902	65,888	66,875	67,914	70,872
1	56,139	64,902	65,888	66,875	67,914	70,872
2	58,330	67,093	68,080	69,065	70,105	73,062
3	58,330	67,093	68,080	69,065	70,105	73,062
4	60,520	69,284	70,270	71,256	72,296	75,253
5	60,520	69,284	70,270	71,256	72,296	75,253
6	62,712	71,474	72,461	73,447	74,487	77,444

207 day contract

2012 - 2013

Small School Leader

SALARY SCHEDULE

	BA	MA	MA+15	MA+30	MA+45	Doctorate
0	69,588	78,321	79,307	80,294	81,333	84,292
1	69,588	78,321	79,307	80,294	81,333	84,292
2	71,748	80,512	81,498	82,484	83,525	86,481
3	71,748	80,512	81,498	82,484	83,525	86,481
4	73,938	82,704	83,688	84,676	85,715	88,673
5	73,938	82,704	83,688	84,676	85,715	88,673
6	76,129	84,894	85,879	86,866	87,905	90,864

260 day contract

2012 - 2013

Alternative Education Principal SALARY SCHEDULE

	BA	MA	MA+15	MA+30	MA+45	Doctorate
0	66,819	75,582	76,568	77,553	78,595	81,552
1	66,819	75,582	76,568	77,553	78,595	81,552
2	69,009	77,773	78,758	79,744	80,785	83,743
3	69,009	77,773	78,758	79,744	80,785	83,743
4	71,200	79,963	80,949	81,934	82,976	85,935
5	71,200	79,963	80,949	81,934	82,976	85,935
6	73,391	82,154	83,140	84,125	85,168	88,125

260 day contract

2012 - 2013 K-8 Principal SALARY SCHEDULE

	BA	MA	MA+5	MA+30	MA+45	Doctorate
0	57,508	66,270	67,257	68,242	69,283	72,240
1	57,508	66,270	67,257	68,242	69,283	72,240
2	59,698	68,461	69,446	70,433	71,473	74,431
3	59,698	68,461	69,446	70,433	71,473	74,431
4	61,889	70,651	71,606	72,624	73,665	76,623
5	61,889	70,651	71,606	72,624	73,665	76,623
6	64,079	72,842	73,795	74,815	75,855	78,812

205 day contract

2012- 2013

Middle School Principal

SALARY SCHEDULE

	BA	MA	MA-15	MA-30	MA-45	Doctorate
0	69,588	78,321	79,307	80,294	81,333	84,292
1	69,588	78,321	79,307	80,294	81,333	84,292
2	71,748	80,512	81,498	82,484	83,525	86,481
3	71,748	80,512	81,498	82,484	83,525	86,481
4	73,938	82,704	83,688	84,676	85,715	88,673
5	73,938	82,704	83,688	84,676	85,715	88,673
6	76,129	84,894	85,879	86,866	87,905	90,864

260 day contract

2012 - 2013

Assistant Middle School Principal

SALARY SCHEDULE

	BA	MA	MA+15	MA+30	MA+45	Doctorate
0	56,139	64,902	65,888	66,875	67,914	70,872
1	56,139	64,902	65,888	66,875	67,914	70,872
2	58,330	67,093	68,080	69,065	70,105	73,062
3	58,330	67,093	68,080	69,065	70,105	73,062
4	60,520	69,284	70,270	71,256	72,296	75,253
5	60,520	69,284	70,270	71,256	72,296	75,253
6	62,712	71,474	72,461	73,447	74,487	77,445

207 day contract

2012- 2013

7-8 Middle School Principal

SALARY SCHEDULE

	EA	MA	MA-B	MA-30	MA-15	Doctorate
0	69,588	78,321	79,307	80,294	81,333	84,292
1	69,588	78,321	79,307	80,294	81,333	84,292
2	71,780	80,512	81,498	82,484	83,525	86,481
3	71,780	80,512	81,498	82,484	83,525	86,481
4	73,971	82,704	83,688	84,676	85,715	88,673
5	73,971	82,704	83,688	84,676	85,715	88,673
6	76,163	84,894	85,879	86,866	87,905	90,864

260 day contract

2012 - 2013

7-8 Assistant Middle School Principal SALARY SCHEDULE

	BA	MA	MA+15	MA+30	MA+45	Doctorate
0	56,139	64,902	65,888	66,875	67,914	70,872
1	56,139	64,902	65,888	66,875	67,914	70,872
2	58,330	67,093	68,080	69,065	70,105	73,062
3	58,330	67,093	68,080	69,065	70,105	73,062
4	60,520	69,284	70,270	71,256	72,296	75,253
5	60,520	69,284	70,270	71,256	72,296	75,253
6	62,712	71,474	72,461	73,447	74,487	77,445

207day contract

2012- 2013

5-6 Middle School Principal

SALARY SCHEDULE

	BA	MA	MA/HS	MA/30	MA/45	Doctorate
0	57,508	66,270	67,257	68,242	69,283	72,240
1	57,508	66,270	67,257	68,242	69,283	72,240
2	59,698	68,461	69,466	70,433	71,473	74,431
3	59,698	68,461	69,466	70,433	71,473	74,431
4	61,889	70,651	71,606	72,624	73,665	76,623
5	61,889	70,651	71,606	72,624	73,665	76,623
6	64,079	72,842	73,795	74,815	75,855	78,812

205 day contract

2012 - 2013

5-6 Assistant Middle School Principal SALARY SCHEDULE

	BA	MA	MA+5	MA+30	MA+45	Doctorate
0	55,812	64,524	65,504	66,485	67,519	70,459
1	55,812	64,524	65,504	66,485	67,519	70,459
2	57,990	66,702	67,683	68,662	69,697	72,637
3	57,990	66,702	67,683	68,662	69,697	72,637
4	60,168	68,881	69,860	70,841	71,874	74,815
5	60,168	68,881	69,860	70,841	71,874	74,815
6	62,347	71,058	72,039	73,019	74,053	76,994

205 day contract

2012 - 2013 Elementary Principal SALARY SCHEDULE

	BA	MA	MA-15	MA-30	MA-45	Doctorate
0	57,508	66,270	67,257	68,242	69,283	72,240
1	57,508	66,270	67,257	68,242	69,283	72,240
2	59,698	68,461	69,446	70,433	71,473	74,431
3	59,698	68,461	69,446	70,433	71,473	74,431
4	61,889	70,651	71,606	72,624	73,665	76,623
5	61,889	70,651	71,606	72,624	73,665	76,623
6	64,079	72,842	73,795	74,815	75,855	78,812

205 day contract