



12-MED-02-0116
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K30053
10/24/2013

AGREEMENT

BETWEEN

NEW LEXINGTON EDUCATION ASSOCIATION

AND THE

**NEW LEXINGTON CITY SCHOOL DISTRICT BOARD
OF EDUCATION**

2013-2016

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**AGREEMENT BETWEEN
NEW LEXINGTON EDUCATION ASSOCIATION
AND
THE NEW LEXINGTON BOARD OF EDUCATION
2013-2016**

ARTICLE I – RECOGNITION

A. The Unit

The New Lexington Board of Education, hereinafter referred to as the Board, hereby recognizes the New Lexington Education Association, hereinafter referred to as the N.L.E.A., as the sole and exclusive bargaining representative of all full-time certificated/licensed personnel, including guidance counselors, nurses, librarians, regular substitutes (1), and less than full-time certificated/licensed employees on a limited basis (2). The Superintendent, Director of Curriculum/Federal Programs, Director of Special Education, Dean of Students, Director of Technology, principals, assistant principals, school psychologists, tutors, and all non-certificated personnel shall be excluded from this bargaining unit.

1. Regular substitutes shall be defined as a teacher whose regular assignment is as a full-time substitute for the New Lexington School District; a teacher who fills a vacant position for sixty (60) or more work days; and a teacher who fills a continuous vacancy for sixty (60) or more days for the same teacher in the same assignment that is known to be, at the time of employment or becomes known to be, for more than sixty (60) work days. Membership in the unit shall be as of the beginning of the sixty-first (61st) day of employment; however, regular substitutes will not accumulate any seniority as bargaining unit members during the period of service as a regular substitute and will only be given regular substitute contracts for the period of service as a regular substitute.
2. Less than full-time limitations: Members of the bargaining unit who work less than full-time shall be entitled to placement on the salary schedule (prorated), single plan insurance policies (prorated), and prorated seniority under Reduction In Force. They shall have all other rights of this contract except Non-Renewal, Teacher Transfer Policies and Procedures, Notification of Assignment, Professional Growth, Teachers Contracts, Teacher Tuition Payments, School Facilities, Sabbatical Leave, N.L.E.A. Business Leave, and Planning Time, unless Planning Time falls within the beginning and ending time of such employment (i.e., in Elementary when the students are with the art, music, physical education teacher, etc., and in Secondary when the teacher is

employed to teach first through fourth period and there is no class during one of those periods).

B. Duration of Recognition

Recognition is for the duration of the contract. If there is no challenge to N.L.E.A. in accordance with Chapter 4117 of the Ohio Revised Code, N.L.E.A. shall be renewed as the sole and exclusive representative of the bargaining unit to bargain the next contract.

C. Service Fee

Bargaining unit members who have been members of the bargaining unit for thirty (30) work days shall either be a member of the N.L.E.A. or shall pay a service fee equal to the amount of dues of members in N.L.E.A. less statutory exemptions.

1. Prior to October 1st of each year, the N.L.E.A. shall notify the District's Treasurer of those who are not members.
2. From each non-member's paycheck of October through June, the Treasurer shall make deductions in equal amounts to pay the service fee.
3. It shall be the responsibility of the N.L.E.A. to notify the Treasurer of the amount of dues/service fee and of any changes.
4. Each year prior to the school year, the N.L.E.A. shall certify to the Board that it has a rebate procedure that it believes to be in compliance with all State and Federal laws.
5. The N.L.E.A. shall indemnify the Board against any and all claims, demands, suits, costs, or other forms of liability that shall arise out of or by reasons of action taken or not taken by the Board for the purpose of complying with this provision.
6. Any members of the bargaining unit who have never been a member of the N.L.E.A. shall be allowed to continue the option of having the amount of N.L.E.A. dues placed into the District's scholarship fund instead of paying the service fee.

D. Building Level Meetings

The Principal of each building (New Lexington Elementary, Junction City Elementary, New Lexington Middle School, and New Lexington High School)

shall meet as needed with the N.L.E.A. building representative(s), consisting of no more than three, to discuss building level problems. The N.L.E.A. and/or the Principal, shall provide an agenda in advance. Whenever one Principal serves two buildings, he/she may elect to meet with the N.L.E.A. building representative(s) of both buildings on the same day.

E. Labor Management Committee

The Superintendent and N.L.E.A. President shall each appoint no more than six nor less than three members to serve on the labor management committee. This committee shall receive training through the Federal Mediation and Conciliation Service (FMCS), as needed.

F. Payroll Deductions

1. Credit Union - The Board will provide payroll deductions for the purpose of payments to a credit union. Membership in the credit union must be greater than twenty-five percent (25%) of the bargaining unit in order to continue the deduction.
2. Annuities - The Board will make payroll deductions for a teacher and submit the amount to a company so designated for the purpose of purchasing an annuity.
3. Payroll Contribution – Upon the request of the teacher, the Board will provide payroll deductions for the purpose of contributing to a political action committee so designated by the bargaining unit member.

ARTICLE II - RIGHTS OF THE PARTIES

A. Management Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested solely in it by the laws of the State of Ohio, and of the United States, except as altered by the provisions of the contract including the right:

1. To the executive management and administrative control of the school system and its properties and facilities.
2. To hire all employees and determine their assignment.
3. To establish educational policies, goals, and objectives; to insure rights and educational opportunities of students; to determine staffing patterns;

to determine the number and kinds of personnel required in order to maintain the efficiency of District operations.

4. To effect procedures for determining the qualifications of the staff.

B. Modifications

Any of the provisions of this agreement, which either party may wish to modify during the life of the contract for any reason, shall be accomplished only by mutual agreement.

C. Dues Deductions

1. The Board shall provide payroll deductions for dues to the N.L.E.A. upon authorization by a member of the bargaining unit. The deduction shall be in equal amounts from each paycheck issued in October through June. The payroll deduction of dues shall be continuous from year to year unless revoked by the unit member. The N.L.E.A. shall provide a list of its members to the Treasurer of the Board and individual written authorization for the purposes of dues deduction.
2. A unit member wishing to revoke payroll deduction for dues must give to the school Treasurer a written statement which has been signed by the Treasurer of the N.L.E.A. requesting that payroll deduction for his/her dues be discontinued. The school Treasurer shall forward a copy of the statement to the Treasurer of the N.L.E.A. The discontinuation of dues deduction shall begin no sooner than thirty (30) days from the date that the statement was given to the school Treasurer.
3. The school Treasurer shall send to the N.L.E.A. each pay period in which deductions are made a list of those for whom deductions were made and a check for the amount deducted.
4. The N.L.E.A. agrees to hold the Board harmless against any and all claims arising out of the dues deduction process.

D. Provisions Contrary to Law

If any of the provisions of this agreement are or become contrary to law, such provisions shall become null and void, but all remaining provisions shall remain in force and effect for the term of the agreement. In such cases, the Board and the N.L.E.A. shall meet to make all necessary changes to make the provision comply with law.

E. Visitation Rights Procedure

Whenever a representative of the N.L.E.A., except a unit member in his/her own building, wishes to visit with teachers during the school day, he/she will first stop at the Principal's office, state the purpose of the visit, and ask to meet with the bargaining unit member during his/her planning or lunch period.

F. N.L.E.A. President's Released Time

In order to allow the President of the N.L.E.A. time to conduct business of the bargaining unit, he/she will not be required to supervise bus duty, recess duty, nor attend student assemblies or pep rallies and shall work with the administration on other times for such purpose, providing he/she notifies the Principal or the Principal's designee in advance of conducting such business.

ARTICLE III - BARGAINING PROCEDURES

A. The Parties

The Board and the N.L.E.A. state that these procedures shall govern contract bargaining between the parties.

B. Scope of Bargaining

Representatives of the Board and the N.L.E.A. will bargain in good faith all matters pertaining to wages, hours or terms, and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the most current collective bargaining agreement.

C. Request for Bargaining

1. If either party desires to bargain changes in the contract, it shall notify the other party in writing no later than April 1st nor earlier than February 1st, immediately prior to the expiration date of this contract. Notification in writing from the N.L.E.A. shall be to the Superintendent, and notification to the N.L.E.A. shall be to the President.

The following items, 2., 3., and 4., will apply unless the request for bargaining is for Interest Based Bargaining ("IBB") and the other party agrees. Upon such agreement, IBB shall be conducted in accordance with the procedures of the Federal Mediation and Conciliation Service ("FMCS").

2. Within fifteen (15) working days after receipt of such notice, an initial meeting will be held at which the requesting party or parties will submit in writing their proposals.
3. Proposals shall, in form and detail, specify that to which agreement is sought. Topical listing of items proposed for negotiation ("Laundry Lists") shall constitute a clear failure of compliance with this requirement and may be disregarded.
4. The items proposed shall constitute the total for negotiations. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement.

D. Bargaining Meetings

1. Bargaining meetings shall be scheduled at the request of the parties and, until bargaining is concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
3. Bargaining meetings shall be closed to the press and the public.
4. Either party may recess for a caucus of reasonable length at any time.
5. Each party shall keep minutes of meetings only if it deems it necessary, and only in such form and detail as it may determine advisable.

E. Representation for Traditional Bargaining

Representation at traditional bargaining meetings shall be limited to five (5) representatives of the Board and five (5) representatives of the N.L.E.A.

F. Information

The parties agree to make available, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals.

G. News Releases

Neither party shall make a release to the news media regarding bargaining until a total impasse is declared.

H. Agreement

1. Tentative agreement on bargained items shall be reduced to writing and initialed by the chief spokesperson of each party, but such initialing shall not be construed as final agreement.
2. Final agreement shall be reached when the unit members ratify the final bargained package, and it is approved by the Board. The Board shall make the necessary arrangements for a regular or special meeting at which to vote on the final bargained package. This meeting shall be held no later than ten (10) days after the membership of the N.L.E.A. has voted to ratify the final bargained package. Failing to get such assurance, the Board shall meet within three (3) days after the affirmative vote of the N.L.E.A.
3. The purpose of tentative agreements is to develop a package that will be submitted to the unit members for ratification and the Board for approval. Initialing of tentative agreements shall be done in good faith.
4. Tentative agreements may be brought back to the table when it is believed that it will result in progress toward developing a final package. Each tentative agreement brought back to the table shall be discussed. But, if it is not changed by mutual agreement, it shall remain a tentative agreement.

I. Disagreement

1. If agreement is not reached within sixty (60) days following commencement of negotiations, either party may at anytime thereafter request the employment of a mediator, and the cost, if any, of such mediation services shall be shared equally by the Board and N.L.E.A. However, if after sixty (60) days from the commencement of negotiations, should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making a total number of days for any one negotiating session ninety (90) days from the day of the initial meeting.
2. The mediator shall be supplied by the Federal Mediation and Conciliation Service provided that such service is available. In the event that the service of a federal mediator cannot be provided, the mediator

shall be selected by the alternate strike method from a list of nine (9) proposed mediators from the American Arbitration Association.

3. In the event mediation fails to help the parties reach agreement, the final act of the mediator shall be to report to the parties in writing declaring the points of disagreement and the position of the parties on the impasse items as they appear to the mediator, and his/her recommendations.
4. The recommendations of the mediator shall be submitted to the N.L.E.A. and the Board for a vote within five (5) central office working days of receipt of such recommendations. If not rejected, the recommendations shall be final and binding on the parties. Prior to such vote, either party may request a meeting to discuss the recommendations.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

Grievance - A grievance is an alleged violation of the contract which adversely affects this grievant.

Grievant - An individual bargaining unit member grieving any provision of this contract, or any group of bargaining unit members grieving the same provision of the contract.

Days - As used in this procedure, day shall mean all days except Saturdays, Sundays, legal holidays, calamity days, and other days when the Central Office is closed.

B. Procedure

Step One

Within ten (10) days after the day of the act or condition or of when the grievant knew or should have known of the act or condition which is the alleged violation, the grievant shall discuss the matter with the building principal in an attempt to reach an informal resolution of the grievance.

Step Two

Within five (5) days after the date on which the informal discussion was concluded, the grievant shall have the right to file a written formal grievance with the building principal.

The building principal shall take action on the written grievance within five (5) days after meeting with the unit member.

Step Three

If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent within five (5) days after receipt of the written memorandum of the principal's action on the grievance.

Such appeal may include a request for a hearing to be conducted by the Superintendent within five (5) days after the receipt of the request.

The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested within five (5) days after the conclusion of the hearing.

Step Four

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board within five (5) days after receipt of the written memorandum of the Superintendent's action on the grievance.

The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. (Discussion on the matter shall be in executive session unless otherwise requested by the grievant).

Step Five

If the action of the Board does not resolve the grievance to the satisfaction of the grievant, he/she may appeal in writing to the N.L.E.A. Grievance Review Committee who shall within twenty (20) days decide whether or not to submit the grievance to arbitration. If the grievance is not submitted to arbitration, the Board's decision shall be final and binding.

Step Six

The N.L.E.A. shall immediately notify the Board in writing that arbitration will take place, and also notify the Federal Mediation and Conciliation Service requesting a list of seven (7) possible arbitrators who have had experience in resolving school disputes during the past five (5) years. After receiving the list of seven (7) arbitrators, the Board and the N.L.E.A. shall meet and, by alternately striking names from the list, arrive at a selection.

The arbitrator shall be the person whose name remains on the list after six (6) names have been struck. A coin shall be tossed to determine who shall strike first. The parties shall meet with the arbitrator at the earliest possible date after he/she has been selected.

In cases involving the placement of unit members in a position which they do not already occupy, the unit member shall be placed in the position at the beginning of the next ensuing semester if he/she prevails.

The parties shall provide the arbitrator with the proper materials and information for the arbitration process.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the contract or make any decision contrary to law.

The cost of the services of the arbitrator, and the fee for the service of the Federal Mediation and Conciliation Service shall be shared equally by the parties. The N.L.E.A. shall retain the right to withdraw at any point in the proceedings. The decision and awards of the arbitrator shall be binding upon the parties.

C. Miscellaneous

1. The grievance may be withdrawn at any point by the grievant without prejudice or record.
2. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the Board against any bargaining unit member by reason of participation in the grievance process.
3. In steps two (2) through six (6), both parties shall have the right to representation. Any representative of the grievant must be approved by the N.L.E.A.
4. If a grievance arises from the action of authority higher than the principal of the school, the aggrieved person and/or the N.L.E.A. may present the grievance at Step Three within ten (10) days after the date of the act or condition which is the alleged violation.
5. Failure of the grievant or N.L.E.A. to file or appeal the grievance within the stated time limits shall void the grievance and the last stated resolution, if any, shall apply.
6. Failure by the administration at any step of the procedure to communicate the decision on the grievance within the stated time limits shall permit lodging an appeal at the next step of the procedure.
7. All written notices specified in the procedure shall be provided to the stated administrator or Board and a copy shall be sent to the Superintendent and the N.L.E.A.

8. At all conferences, the Superintendent and/or his/her representative and the grievant and/or his/her representative shall state and discuss the reasons in support of his/her position on the grievance.

ARTICLE V – UNIT MEMBER TRANSFER POLICIES AND PROCEDURES

A. Voluntary Transfer And Assignment

Whenever a vacancy occurs or a new position is created, the Board shall do the following in the order listed:

First: Unit members whose contracts have been suspended by way of Reduction In Force who hold proper certification/license shall be called back to work.

Second: All unit members who wish to voluntarily transfer, shall be given consideration for the position on the basis of seniority and certification/license providing he/she has the other proper qualifications named in the written job description, and has had successful experience in the area of the vacancy. Examples of areas are: elementary, science, social studies, languages, music, mathematics, etc.

No unit member shall be employed from outside the district so long as there is a unit member within the district who has the proper certification/license and skills for the position, or can obtain the skills necessary to perform the duties of the position within thirty (30) days after starting the job and whose performance has not been unsatisfactory. While it is the intention of the parties to allow transfers from within, in the event that no such teacher has applied, the Board may hire outside staff who, within its sole discretion, are qualified to be hired in the district. However, to be hired over an in-house applicant who is certified/licensed but not qualified, the outside applicant must be certified/licensed and qualified.

Whenever a unit member can be transferred in accordance with these provisions without preventing a unit member whose contract has been suspended by way of the Reduction in Force from being recalled, such transfer shall occur prior to the recall so long as the applicant can comply with the requirements in the above paragraph.

Unit members who request a transfer but are denied, shall remain in the position held prior to the request.

Third: The Board shall hire new staff.

B. Involuntary Transfer And Assignment

Teachers may voluntarily agree to switch teaching positions for an ensuing school year, upon prior approval of the building administrator(s) affected by the voluntary switch. Teachers voluntarily agreeing to switch teaching positions for an ensuing school year shall advise the building administrator(s) of same no later than January 30th so that the building administrator(s) has an appropriate amount of time to consider the matter. Prior to switching teaching positions for an ensuing school year, unit members are encouraged to consult with NLEA leadership.

With the occurrence of any “bubble group” during a given school year, teachers may be involuntarily transferred by the building administrator within the affected building to address the “bubble group.” Such involuntary transfers will be based upon the building administrator’s review of a combination of the “bubble group” teachers’ OTES summative evaluation results, attendance (not to include approved leaves of absence), and disciplinary documentation (to include only written warnings or discipline of a greater nature regarding violations of written rules/regulations). All things being equal upon the building administrator’s review, the building administrator shall involuntarily transfer the teacher within the “bubble group” who has the least amount of seniority.

When the Superintendent chooses to transfer a unit member or assign a unit member to a vacancy or new position which cannot be filled in accordance with B. above, and for which the unit member has not volunteered, he/she shall discuss with the unit member the reasons for the transfer or assignment. If the reasons are disciplinary in nature, the unit member shall upon request be given the reasons in writing. In such event, the unit member may, within seventy-two (72) hours, file a request for reconsideration. Upon receipt of a request for reconsideration, the Superintendent shall set a meeting at a convenient date and time to discuss with the unit member his/her concern in the matter. No transfers will be effected until such a meeting was held.

C. Posting Of Vacancies

During the Regular School Year

During the regular school year, if a vacancy is to be posted, the Board shall post all vacancies for five (5) working days. The administration shall then conduct a meeting for all bargaining unit members by the tenth (10th) day after the posting. The initial vacant position and all resulting vacant positions will be filled at that meeting. If a bargaining unit member cannot attend the meeting, he/she may send a surrogate in his/her place. Each bargaining unit member shall be notified by email and the NLEA President shall be notified by email and telephone/text of the meeting date, time and location.

All current employees and new hires who are to fill a vacancy shall begin the duties associated with the position at the start of the new school year.

During Summer Months

During summer months when school is not in regular session, the Board shall post all vacancies, as they are determined to be opened, for five (5) working days. The administration shall conduct a meeting for all bargaining unit members by the tenth (10th) day after the posting. The initial vacant position and all resulting vacant positions will be filled at that meeting. If a bargaining unit member cannot attend the meeting, he/she may send a surrogate in his/her place. Each bargaining unit member shall be notified by email and the NLEA President shall be notified by email and telephone/text of the meeting date, time and location.

D. Priority Of Seniority

Seniority shall be as defined in Reduction in Force.

E. Special Education Unit Transfers

When it is deemed necessary by the Superintendent to move a special education unit between buildings for the purpose of accommodating student mobility and program requirements, the teacher who serves the unit being moved shall transfer with said unit to the new location.

ARTICLE VI - REDUCTION IN FORCE

The reduction in the number of bargaining unit members may be made due to decline in enrollment, return to duty of regular unit members after leaves of absences, financial reasons applied only to limited contract unit members, or by reason of suspension of schools or territorial changes affecting the district, and shall be accomplished by the suspension of contracts based upon the recommendation of the Superintendent in accordance with O.R.C. 3319.17. Whenever finances are the reason for RIF, the Board shall give notification by April 30th for reductions that are to be effective the ensuing school year. The determination of which contracts are to be suspended shall be in compliance with the following:

- A. All members of the bargaining unit will be placed on a seniority list for each field of his/her certification/licensure. Unit members serving under continuing contracts will be placed at the top of the list in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority.

B. System seniority as used in this Article is defined as the total number of years of continuous service in the district. A year is defined as one hundred twenty (120) days of work under a limited or continuing teaching contract and/or approved leave with pay (beginning with the 1993-94 school year, approved leave without pay shall count toward the 120 days) in any one school year. No unit member shall be credited with more than one hundred eighty-four (184) days nor more than nine (9) months in any one calendar year. Credit shall be given for each month in which the unit member either worked or was on approved leave for all days. Seniority is affected as follows:

1. Board approved leaves of absence and suspension of contracts will not interrupt continuity of service.
2. Unit members on approved leave shall continue to accrue seniority.
3. If two (2) or more unit members have the same number of months of continuous service, seniority shall be determined by:
 - a. the date of the Board meeting at which the unit member was hired, and then by:
 - b. lot.

C. A reduction-in-force in a teaching field will be made upon the recommendation of the Superintendent and approval by the Board. A unit member affected by reduction-in-force within a teaching field will be identified by the Superintendent upon review of the following:

The most recent results of the OTES summative evaluations of all teachers within the teaching field affected.

Then upon review by the Superintendent of the following data of teachers within the teaching field affected:

1. Attendance, but not including approved leaves of absence except in cases where there is evidence of a pattern of abuse of sick leave alleged by the administration and documented by the administration in accordance with Article VIII, Section A 3; and
2. Disciplinary documentation, including only written warnings or any disciplinary documentation of a greater nature regarding violations of written rules/regulations.

All three (3) criteria above being equal, the Superintendent shall identify the unit member affected by reduction-in-force by selecting the lowest person on the seniority list within the teaching field affected who is currently teaching under a

limited contract. If no such teacher exists, then the Superintendent shall identify the unit member affected by reduction-in-force by selecting the lowest person on the seniority list within the teaching field affected who is currently teaching under a continuing contract.

A unit member who is affected by reduction-in-force may elect to displace a unit member who holds the lowest position on a seniority list for another teaching field so long as the unit member who is exercising displacement is currently properly licensed/certified in the teaching field affected by the displacement.

The displacement process described herein shall continue until a displaced unit member has no further ability to displace the least senior unit member in any other teaching field. At that point, the last displaced unit member will be the one who is reduced-in-force.

- D. The names of unit members whose contracts are suspended due to reduction-in-force shall be placed on a recall list for twenty-four (24) months from the date of official Board action on such suspension. Unit members on the recall list will have the following rights:
1. No new unit member will be employed or assigned by the Board while there is a unit member on the recall list who is certificated/licensed for the vacancy or the position.
 2. Unit members on the recall list will be recalled in reverse order of suspensions to fill vacancies or new positions in areas for which they are certificated/licensed.
 3. If a vacancy occurs or a new position is created, the Board will send a certified announcement to the last known address of all unit members on the recall list. It is the unit member's responsibility to keep the Board informed of his/her current address. Unit members holding proper certification/license who want to fill the vacancy or new position must respond within fourteen (14) days of the receipt of the certified announcement. Unit members eligible for the vacancy or new position who have not responded to the certified announcement, or who decline the position shall forfeit all recall rights. Unit members who choose not to accept a position in an area other than in the area in which he/she was teaching when the suspension of the contract was affected, shall not forfeit recall rights. A unit member shall be considered in a position on the first workday following the date of postmark of their letter responding to the posting.
 4. A unit member on the recall list will, upon acceptance of the position for which he/she was recalled, have the same seniority and accumulation of sick leave to which he/she was entitled on the effective date of the

contract suspension and shall be placed on the proper step of the salary schedule.

5. The parties agree that these procedures apply only to the suspension of contracts under O.R.C. 3319.17.

ARTICLE VII - PROFESSIONAL GROWTH AND RESPONSIBILITIES

A. Professional Growth

1. Each unit member's annual OTES documentation shall address improvements that relate to the unit member's area(s) of certification, current teaching assignment, or related area(s). The growth areas listed below and in the unit member's OTES documentation shall be used for this purpose. The unit member shall include at least one growth experience related to the district's continuous improvement plan, and area(s) identified in his/her official evaluation OTES documentation.
2. The Board shall reimburse the employees for expenses incurred for approved professional growth experiences which directly align with the District's Continuous Improvement Plan ("CIP") and teacher standards as set forth by the Ohio Department of Education ("ODE"), but not connected with course work at an institution of learning, and not for college credits, which is covered under Article VIII.D. The unit member shall submit a requisition for reimbursement prior to the event and an expense voucher after the event. The maximum reimbursement allowed shall be six hundred dollars (\$600.00) per year for each bargaining unit member.
 - a. Meal Policy: If the professional growth activity does not provide meals, then within the six hundred dollars (\$600.00) per year maximum reimbursement allowed for each bargaining unit member for professional growth activities, each unit member will be reimbursed no more than fifteen dollars (\$15.00) for one (1) meal during a one (1) day activity; and no more than thirty dollars (\$30.00) per day for two (2) meals per day during an activity that spans more than one (1) day.

No other expenses for food/beverages will be reimbursed.

- b. Overnight Accommodation Policy: Within the six hundred dollars (\$600.00) per year maximum reimbursement allowed for each bargaining unit member, a unit member may be reimbursed the actual and necessary cost of overnight accommodation(s) as approved in advance by the Superintendent.

If a bargaining unit member does not submit an expense voucher to the Superintendent within thirty (30) days of attending the related professional growth experience, that expense voucher will not be paid.

3. Teachers shall receive reimbursement for at least one (1) professional growth activity per school year. Teachers who are assigned to two (2) or more different areas of responsibility may, at the discretion of the Superintendent, receive reimbursement for at least one (1) additional professional growth activity.
4. The maximum cost to the Board for expenses incurred in each school year will be \$30,000. Bargaining unit members who are required by Ohio Revised Code during the term of this Agreement (2013-2016) to obtain additional credentialing to meet the requirements of the “third grade reading guarantee” shall have priority use of the \$30,000 allocated per school year for professional growth expenditures. Professional Leave shall be on a first come, first served basis, and no more than twenty (20) unit members may be on such leave on the same day.
5. The Board shall notify all bargaining unit members when there is \$5,000 left in the Professional Growth Fund. After receiving this notice, unit members shall contact the School Treasurer to verify that there are funds available before registering for any professional growth activity. If a unit member has registered prior to such notice from the Treasurer, the Board shall provide funds in accordance with Sections A., B., and C., of this Article. The unit member is responsible for notifying his/her principal in writing that they have registered. Any unit member who fails to complete his/her professional growth activity due to depletion of funds, shall in no way be penalized. Such unit member shall receive funds to fulfill his/her professional growth plan in the following year.

The OTES professional growth will be used in the process by the LPDC.

6. Previously approved workshops that evolve into graduate level coursework and/or workshops that involve a workshop fee and/or tuition for graduate level credit will be reimbursed in accordance with the provisions of this Article and Article VIII.D. herein.
7. Any unused Professional Growth funds remaining at the end of any calendar year shall be distributed equally to bargaining unit members who participated in such fund during the calendar year but who were not reimbursed for the full amount of their coursework. Such distribution shall be made upon written request by a participating bargaining unit member. This request shall be made no later than December 31 of the calendar year at issue. Such equal distribution shall never be made to any bargaining unit member in an amount that will cause the total amount or

reimbursement to exceed the actual cost the bargaining unit member incurred for the coursework.

B. Unit Member Evaluation

1. Evaluation shall be for the purpose of:
 - a. Improving the quality of the instructional program of the school.
 - b. Maintaining an accurate, objective record of a unit member's performance and qualifications as a teacher in the New Lexington City School District.
2. Evaluation of unit members shall be performed by those administrative personnel designated by the Superintendent, who are specified in O.R.C. 3319.11.
3. Self-evaluations by unit members are encouraged. Electronic devices such as audio and video tape machines or the school intercom shall not be used by the administration for evaluation unless requested by the unit member.
4. All unit members shall be observed in accordance with Ohio Revised Code Sections 3319.11.1 and 3319.11.2, using forms as established by the Ohio Department of Education under "Ohio Teacher Evaluation System" ("OTES"). Unit members who are under limited or extended limited contracts and who are under consideration for contract non-renewal shall be given a third observation during the second semester to determine if improvements in the unit member's performance have been made with the summative evaluation to be completed by May 1st. Observation notes shall be attached to the summative evaluation. Conferences as required by ORC Sections 3319.11.1, 3319.11.2 and/or the OTES process shall be held between the unit member and evaluator/observer to discuss the evaluation process
 - a. Each evaluation shall consist of no less than two (2) observations as well as walk-throughs. In a meeting with the evaluator, the teacher and the evaluator shall set the date(s) and time(s) of the observations. The evaluator shall be the same person completing the evaluation form. Each observation shall consist of no less than thirty (30) continuous minutes. No classroom observation shall occur earlier than four (4) weeks following a previous classroom observation. No observation shall take place on the day before nor the day after a legal holiday when school is not in session, winter and spring breaks, Thanksgiving nor during State-mandated tests. Observations may be carried out during the administration of the

practice tests of the State-mandated tests. No forms other than those prescribed for the OTES system shall be used in the evaluation process.

- b. The unit member shall receive a copy of the summative evaluation within twenty-four (24) hours after the conference which shall be held at a mutually agreeable time.
 - c. At the time a unit member signs an evaluation, the unit member may at his/her option attach a statement to the evaluation explaining his/her position concerning any evaluation item. A copy of the signed evaluation shall be given to the unit member and a copy placed in the unit member's personnel file.
5. The same evaluation forms shall be used system-wide. A representative committee shall be established during the 2013-2014 contract year to create portfolio-type based evaluation forms to be used to evaluate unit members who are employed in each of the "special"(non per se instructional areas) covered under the bargaining unit such as librarians, nurses and guidance counselors. Should either party deem it necessary, the Superintendent and a committee of the N.L.E.A. shall meet to discuss possible changes in the current evaluation forms.

The evaluation forms to be used shall be given to the members of the bargaining unit at the beginning of each year.

6. Information from students shall not be solicited or used in the evaluation of unit members.

C. Non-Renewal Policy

To supplement statutory provisions for non-reappointment of unit members on limited contracts, the following procedures will prevail:

1. When the performance of a unit member may possibly result in the future non-renewal of the unit member's contract, the situation shall be brought promptly to the attention of the employee involved. Such notification shall be in writing. In determining the performance of a unit member in his/her area of certification, the evaluation procedure shall be used.
2. Reasonable effort by a building administrator or his/her designee must be made to aid the unit member to correct whatever appears to be cause for potential dismissal.
3. Upon recommendation by the principal, not later than May 1st, that a unit member not be re-employed, the unit member shall be granted a

conference with the Superintendent, upon request. Both parties shall have the right to be represented at such conference.

4. Application of this section shall be congruent with the Evaluation Procedures.
5. Any action of the Board to not renew a unit member's limited contract shall be upon the recommendation of the Superintendent. Upon such recommendation of the Superintendent, the Board shall give the unit member a written notice of its intention on or before May 31st of the year in which the unit member's limited contract expires. This notice shall include a statement of the specific reasons and circumstances that led to the Board's intention to not renew the unit member's contract.
6. Whenever the Board decides to not renew the limited contract of a unit member it shall first have conducted at least three (3) observations which show that the unit member's performance has been deficient. The evaluations shall be conducted in accordance with the Evaluation Procedure, Section B herein.
7. Whenever a unit member is hired on a supplemental teaching certificate/license, said unit member's contract will be non-renewed at the end of the year without having been afforded the provisions of this Article. That position will be posted in accordance with Article V (Posting of Vacancies) for the purpose of hiring a fully certificated/licensed person for the position. In the event that no fully certificated/licensed unit member is available for the position, the unit member with supplemental certification/licensure, or another unit member with supplemental certification/license shall be hired to fill the position.

D. Professional Libraries

The Board will maintain in each building a professional library for the exclusive use of teachers and administrators. Books and other materials appropriate for such libraries shall be selected by unit members who shall work with other members of his/her department and the department chairperson in determining what books and materials shall be requisitioned. The Board shall abide with the State Minimum Standards in regards to professional libraries.

E. Professional/Curriculum Development

1. Meetings

The District Leadership Team shall be responsible for establishing the programming for the District professional development meetings. If the District Leadership Team encounters issues with such programming,

and/or if changes to current professional development practices are proposed, those issues will be resolved through the Labor-Management Committee (LMC).

2. Teams And Team Leaders

- a. The principal of each building shall appoint each unit member to a grade level (K-8) or subject (9-12) team. Each team shall pick its leader subject to approval by the principal.

The two Elementary Buildings – Six (6) Team Leaders

The Middle School Building - Five (5) Team Leaders

The High School Building – Five to Seven (5-7) Team Leaders

- b. The pay for Team Leaders shall be six hundred-fifty dollars (\$650.00) per year.

The job-description for Team Leaders will be reviewed and revised by a Team Leader Planning Committee and approved by the Board of Education.

3. Teacher Based Teams shall meet a minimum of two (2) hours total per month.

4. Planning Meetings

Quarterly planning meetings will be held for all District Leadership Team members.

Monthly planning meetings will be held for all Building Leadership Team members in each building.

F. Unit Member Contracts

1. Contracts are by and between the individual unit member and the Board.
2. Beginning unit members shall be issued a one (1) year limited contract.
3. If re-employed, the second contract issued to such unit member shall be a one (1) year limited contract.
4. If re-employed, the third contract issued to such unit member shall be two (2) year limited contract.

5. If re-employed, the fourth and any subsequent contract issued to such unit member shall be a three (3) year limited contract, unless the unit member becomes a continuing contract unit member.
6. To be eligible for a continuing contract, a unit member shall meet the following criteria:
 - a. Any unit member who holds a professional, permanent, or life teacher's certificate;
 - b. Any unit member who:
 - i. Was initially issued a teacher's certificate or educator license prior to January 1, 2011.
 - ii. Holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.
 - iii. Has completed the applicable one of the following:
 - (a) If the unit member did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of graduate-level coursework in the area of teaching licensure since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
 - (b) If the unit member held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of teaching licensure since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.
 - c. Any unit member who:
 - i. Never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
 - ii. Holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

- iii. Has held an educator license for at least seven years.
- iv. Has completed the applicable one of the following:
 - (a) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of graduate coursework in the area of licensure since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - (b) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure since the initial issuance of that license, as specified in rules which the state board shall adopt.

In addition to the above criteria, in order to be eligible for a continuing contract in the District, the unit member must have at least three (3) of the last five (5) years of teaching service in the New Lexington City School District. Unit members who have had a continuing contract in another school district in Ohio shall become eligible for a continuing contract after teaching for a two (2) year period in the New Lexington School District. The Board may consider the latter for a continuing contract any time during the two (2) years, or at the time of initial employment.

- 7. Unit members who have met all legal requirements to become eligible for a continuing contract, but whose evaluation is a rating of ineffective shall, if re-employed, be placed on a probationary contract for a period not to exceed two (2) years in accordance with Section 3319.11 of the Revised Code. The unit member shall be notified in writing of such action on or before May 1st of the year in which the unit member's limited contract expires. Such notice shall be in writing with reasons directed at the professional improvement of the unit member.
- 8. Unit members who are eligible for limited multi-year contracts, but whose performance is deficient, if re-employed, shall be given a one (1) or two (2) year contract.
- 9. A unit member who becomes eligible for a continuing contract during the term of a multi-year contract will be granted a continuing contract upon the recommendation of the Superintendent and approval of the Board of Education. If the Superintendent does not recommend the unit member for a continuing contract, or the Board does not approve same, the multi-year contract will stay in effect. Such continuing contract shall take effect immediately upon approval by the Board of Education.

ARTICLE VIII – SALARY AND BENEFITS

A. Approved Leaves of Absence

1. Personal Leave

Each unit member shall have three (3) days of Personal Leave per year with no restriction on their use or when they may be taken except that:

- a. Notice of the leave must be made two (2) days in advance of the leave date or, with less advance time for verifiable emergencies or at the sole discretion of the Superintendent.
- b. Leave may not be taken for the purpose of gainful employment.
- c. Leave may not be taken on the day immediately preceding or following a holiday or vacation nor on the first or last day of the student's school year, except for attending a wedding, funeral, or graduation with proof of attendance, or in unusual circumstances at the sole discretion of the Superintendent or for a verifiable emergency.
- d. Leave may not be taken on scheduled parent/teacher conference days unless alternate provisions for contacting the parents have been agreed upon by the principal.
- e. Leave shall be on a first come first serve basis and no more than twelve percent (12%) of the teachers in any building may be on such leave on the same day except in emergencies.
- f. At the discretion of the unit member, unused personal leave for any year will be rolled over and added to the unit member's accumulated sick leave or will be used for attendance incentive pay, but not both.

The number of unused personal leave days of the unit member shall be stated on each of his/her pay stubs.

2. Jury Duty/Hearing Leave

When a unit member is called to serve on jury duty, he/she shall be paid full wages and will remit to the Board the jury duty pay minus the cost of lunch and parking during such service. Receipts must be provided for reimbursement for lunch and parking.

If a unit member is subpoenaed and appears in a court of competent jurisdiction as a witness in a court case in which the School Board is a party and the employee is not a litigant or witness to be used against the Board, he/she will be paid full wages and will remit to the Board the witness fee minus the cost of lunch and parking. Receipts must be provided for reimbursement for lunch and parking. Such absence as described above shall not be deducted from any type of leave. Provisions of O.R.C. 4117 shall continue to apply for witnesses subpoenaed to the State Employment Relations Board.

3. Sick Leave

Each full-time unit member of the Board of Education shall be entitled to sick leave of one and one-fourth (1 1/4) days with pay for each completed month of service. The maximum sick leave shall be fifteen (15) days per year. The maximum accumulated sick leave for any unit member shall be three hundred thirty (330) days.

The number of unused sick leave days of the unit member shall be stated on each of his/her pay stubs.

Sick leave with pay may be used for the following reasons:

- a. The absence of member of the unit due to personal illness, pregnancy, adoption (up to six weeks), injury, or exposure to contagious disease which could be communicated to others; and
- b. The absence of a member of the unit due to personal illness or injury, in which the employee must care for a member of the immediate family, or death to a member of the immediate family.

Immediate family is defined as: spouse, father, mother, sister, brother, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, legal guardian, and those who reside in a unit member's home.

- c. A unit member will be permitted to use two (2) days of sick leave per school year to attend the funeral of a friend or relative not listed in 2 above.

In the event a unit member uses more than five (5) consecutive days of sick leave, the Superintendent may request the unit member to provide an excuse for absence from the unit member's physician. In addition, in cases where there is evidence of a pattern of abuse of sick leave alleged by the administration, evidence of need for such sick leave will be required upon request, including written statement(s) from attending physician(s). Failure to provide such

documentation to refute the pattern of abuse of sick leave from that point forward shall be grounds for disciplinary action and will be documented by the administration.

4. Pregnancy/Adoption/Child Care Leave

a. Pregnancy Leave

- i. A pregnant unit member shall be granted, upon written request, unpaid pregnancy leave. The effective date of such leave shall be that as determined by the unit member and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such event, the Superintendent shall be notified as soon as possible of the starting date of the leave.
- ii. A pregnant unit member may use, upon written request, accumulated sick leave while pregnant, and up to eight (8) weeks after termination of the pregnancy. Any use of sick leave pursuant to this provision shall run concurrently with any and all available FMLA leave as provided by law
- iii. Upon return to service following pregnancy leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this master agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and used professional leave days equal at least one hundred twenty (120) days.
- iv. Insurance coverage shall be maintained by the Board while the unit member is on paid status up to eight (8) weeks after termination of pregnancy.

b. Adoption Leave

- i. Any unit member shall be granted, upon written request, leave for the purpose of receiving an adopted child providing he/she is the adoptive parent.
- ii. Adoption leave shall be for up to twelve (12) weeks unpaid leave.
- iii. Request for adoption leave shall be made to the Superintendent in writing at least thirty (30) days in advance

of the date such leave is to begin unless the unit member becomes aware of the date of receiving a child during the thirty (30) day period in which case the Superintendent shall be notified as soon as possible.

- iv. Upon return to service following adoption leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in the master agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and used professional leave days total one hundred twenty (120) days.
- v. Insurance coverage shall be maintained by the Board while the unit member is on unpaid leave up to twelve (12) weeks.

c. Child Care Leave

- i. Any unit member shall be granted, upon written request, leave for child rearing for up to one (1) year without pay. The written request shall include the starting and ending date of the leave.

When such leave is for six (6) school months or more, it need not be granted again until three (3) years from the start of the most recent of such leave.

- ii. He/She shall notify the Superintendent, in writing, at least thirty (30) days in advance of the beginning date of the leave, and sixty (60) days in advance of the ending date if he/she does not intend to return on schedule. In emergency situations, the thirty (30) days may be shortened.
- iii. Upon return to service following child care leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this master agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total or in-service days, days taught, used sick leave days, used Personal leave days, and used professional leave days total one hundred twenty (120) days.
- iv. No insurance coverage shall be provided by the Board, however, the unit member may continue coverage by paying the premium.

5. Assault Leave

A unit member, having been a victim of a physical assault while on school property or while on duty for the school in some official capacity, shall be granted assault leave, with pay, for five (5) school days for the purpose of recovery. The Superintendent shall extend this period of recovery time, to the length of time necessary based on the doctor's certified recommendation. In cases of rape of a unit member while on school property or while on duty for the school in some official capacity, the Board shall grant five (5) days of leave for the purpose of recovery. Upon proper medical or psychiatric documentation, the Superintendent shall extend the period for the remainder of the school year.

In cases where assault leave is desired, the teacher shall provide the Board with a statement from a doctor certifying the nature of the disability and the period of time for which he/she believes the teacher should not return to work.

The Board shall provide any unit member who has used assault leave with proper application forms for Workers' Compensation.

6. Sabbatical Leave

A unit member who has been credited with five (5) or more years of employment on the salary schedule in New Lexington City Schools may be granted upon request contingent upon compliance with the following conditions, leave with pay for the purpose of professional growth. Such leave shall not be more than two (2) semesters in length, except that the Board may, at its discretion, extend the leave upon request of the unit member.

Conditions:

- a. The unit member must submit a detailed plan for professional growth to the Superintendent at least sixty (60) days prior to the start of the leave.
- b. The unit member shall agree in writing that he/she will return to the New Lexington City Schools for a period of not less than two (2) full school years from the date of conclusion of the leave.
- c. The unit member shall, at the end of the leave, show evidence that the plan was followed.

- d. The Board may deny such leave if an appropriate substitute is not available.
- e. No more than five percent (5%) of the members of the bargaining unit may be on leave at any one time. Leave shall be on a first come, first serve basis.
- f. No unit member shall be permitted to take leave more than once in five (5) years, and after five (5) years, no unit member shall be allowed leave if others have given notice of their intent to take leave.
- g. The professional growth plan must provide for educational benefit to New Lexington Schools.
- h. The unit member on leave shall receive his/her regular salary minus the salary paid to the substitute. The Board shall be responsible for contributions to S.T.R.S. only on the actual amount paid to the unit member on leave.
- i. At the request of the teacher on leave, the Board shall continue to pay the Board's cost of fringe benefits (hospitalization, dental insurance, etc.) and shall deduct from the unit member's salary, as premiums are due, the difference between the actual cost of the premium and the amount paid by the Board for such fringe benefits for the substitute. If the salary of the unit member on leave is less than the amount of such payments, the Board shall continue to pay for the premiums only if the unit member pays the proper amount to the Board in advance of the premium due date.
- j. Unit members who do comply with these conditions shall be granted leave.

7. Leaves Of Absence

Upon the written application of a unit member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board shall grant such leave where illness or other disability is the reason for the request.

The Board may approve up to a maximum of five (5) days of paid leave for the purpose of house fire, floods, auto accident, or emergencies.

8. N.L.E.A. Business Leave

The Board grants a total of twelve (12) days of leave with full pay annually to delegates of the N.L.E.A. to attend delegate meetings and conventions of the OFT, AFT, AFL-CIO. Notice shall be given to the Board at least five (5) days prior to the date(s) of the meeting or convention.

9. Military Leave

Employees will have the benefit of military leave in accordance with the Ohio Revised Code.

10. Sick Leave Bank

When a unit member has exhausted all of his/her accumulated sick leave and sick leave advance, he/she may be entitled to sick leave days from the sick leave bank.

The bank shall be opened upon request of the individual, a person representing the individual, or the N.L.E.A.. The request shall state the reason for the need and the number of days needed.

The request shall be reviewed by the executive committee of the N.L.E.A. The committee may choose to meet with the individual needing/making the request. Action shall be by majority vote of the entire executive committee. The N.L.E.A. shall have the authority to approve or disapprove the request, or offer an alternative as established by the N.L.E.A.. When a unit member making the request could qualify for disability retirement under the state teachers retirement system, such application must be made before any days may be awarded from the sick leave bank.

The number of sick leave days that any individual can deposit for each request shall be no more than ten (10) days nor less than one (1). These days shall be in full day increments. The total number of days that can be deposited in the bank for any request shall not exceed the number of days requested. Only teachers with a total accumulation of sixty (60) or more days may deposit days in the bank.

The N.L.E.A. committee shall keep the following records:

- a. Signed forms showing the names of the individuals requesting days from the bank, the number of days requested, the dates requested, the reason for the request, and evidence of need.

- b. Copies of letters of acceptance or rejection of the request.
- c. Signed forms showing the names of those who contributed to the bank, the date on which contribution forms are received, and the number of days contributed.
- d. Forms showing the number of contributed days used, and the individuals from whose accumulated sick leave the days are to be taken.

Those making deposits in the sick leave bank, and whose contribution is used, shall have his/her sick leave accumulation reduced by the number of days used. Depositing in the sick leave bank shall not be counted as using sick leave for the purpose of "attendance incentive."

The N.L.E.A. shall be responsible for keeping all records relevant to the sick leave bank and shall give such to the district's treasurer that he/she may deem necessary. The N.L.E.A. holds the board harmless against any and all claims by unit members, their families or representatives that there has been an illegal or improper application of the sick leave bank. The defense against such claims and resolution thereof shall be the responsibility of the N.L.E.A.

B. Severance Pay Policy

Severance pay shall be granted to all employees of the New Lexington City School Board subject to the following provisions:

1. The employee must be eligible to retire under one of the State School Retirement Systems and must express his/her intent to retire on or before his/her last day of service for the New Lexington City School District. To be eligible for severance pay, the school employee must have ten (10) or more years of service under one of the State Retirement Systems, or a combination of ten (10) or more years under two (2) or more of the State Retirement Systems. The school employee must have been employed by the New Lexington City School District for a total of at least ten (10) years, and must meet the necessary age requirements if needed.
2. Severance pay shall be the bargaining unit member's per diem salary (excluding supplemental and extended time contracts) multiplied by one-fourth (1/4) of the member's unused accumulated sick leave up to a maximum of fifty (50) days.
3. The payment of severance pay must be made within one hundred twenty (120) days of the last day of service for the New Lexington School System and eliminates all sick leave credit previously accrued but unused by the employee.

4. Severance pay shall be paid on a one-time basis only.
5. If a bargaining unit member is eligible for retirement under STRS and should die prior to his/her expressing his/her intent to retire, his/her severance pay will be paid to the beneficiary on his/her life insurance policy.

C. Pay Periods

The Board agrees to provide twenty-six (26) pay periods annually. Paychecks will be issued every other Friday. In years when the continuation of issuing paychecks every other Friday will result in twenty-seven (27) paydays, the total salary to be paid to a unit member will be divided by twenty-seven (27). If in the year following or preceding a year with 27 pay periods there are twenty-five (25) pay periods, then during this year, the total salary of the unit member will be divided by twenty-five (25).

1. Unit members shall have the option of receiving a lump sum payment on the first pay date in July for the remainder of salary due from the previous school year provided that at least two (2) week's notice is given to the Treasurer.
2. Upon request, unit members shall have their paychecks "Direct Deposited" to the institution of their choice. In such case, the Board Treasurer shall issue to the unit member, on the regular payday, a statement of the gross pay, deductions and such other information that would appear on the paycheck/stub.

D. Unit Member Tuition Payment

The Board will pay the full cost up to three thousand dollars (\$3,000) per year tuition (not CEU's) from a state approved institution in the bargaining unit member's area of certification/licensure and related areas, and other pursued areas of certification/licensure.

1. A unit member must file a written application with course number and description of course listed on the application to the Superintendent of Schools for written approval prior to beginning the course.
2. The unit member must submit an official grade report of completed courses and a tuition voucher to the Superintendent's office before payment will be made.
3. The unit member shall be paid upon evidence of completing the course. Unit members agree to work in New Lexington City School District for one

- (1) school year after receiving reimbursement or shall pay back such to the Board.
4. All unit members employed in the New Lexington City Schools who have valid teacher certificates/license are eligible to participate in this program.
 5. The Board will not pay for grades of D or F.
 6. The maximum cost to the Board for expenses incurred in each calendar year for unit member tuition payment will be seventy thousand dollars (\$70,000). The Board shall notify all bargaining unit members when there is five thousand dollars (\$5,000.00) left in this fund.
 7. Bargaining unit members who are not eligible to receive tuition reimbursement in a particular calendar year because the cap in 6. above has been reached prior to their application to receive such funds, may encumber funds from the subsequent calendar year's balance before any other unit members may apply for such funds to ensure their eligibility to receive such funds in that subsequent calendar year.
 8. The Board will pay the full cost up to three thousand dollars (\$3,000) per year tuition (not CEU's) from a state approved institution in the bargaining unit member's area of certification/licensure for the purpose of the not highly qualified unit member becoming "highly qualified" as defined by the State of Ohio. The Board shall account for funds to cover this obligation for all non-highly qualified unit members at the beginning of each calendar year and shall release unencumbered funds at the end of each calendar year.
 9. Any unused funds remaining in the total seventy thousand dollars (\$70,000) tuition payment fund at the end of any calendar year shall be distributed equally to bargaining unit members who participated in such fund during the calendar year but who were not reimbursed for the full amount of their coursework. Such distribution shall be made upon written request by a participating bargaining unit member. This request shall be made no later than December 31 of the calendar year at issue. Such equal distribution shall never be made to any bargaining unit member in an amount exceeding the actual cost the bargaining unit member incurred for the coursework.

E. Insurances

There shall be no change of carrier unless the benefits are the same or better.

The implementation of any change shall be after a meeting has been held at which a representative of the new carrier shall explain the change, and the procedure to be

used in filing for benefits. Each member of the bargaining unit shall be given a sample form(s). An adequate supply of such forms shall be kept in each principal's office.

1. Hospitalization

- a. The Board shall make available to employees a family or single hospitalization plan equivalent to the plan ("Plan A") in effect for employees as of August 1, 2013. Effective with the first pay in September 2013, the Board agrees to pay eighty-eight percent (88%) of the cost of this plan.
- b. Effective January 1, 2014, the Board shall make available to employees a family or single hospitalization plan ("Plan B"). The Board agrees to pay ninety percent (90%) of the cost of this plan.
- c. Changes in coverage and/or coverage for new employees will be effective October 1st of each year this contract is in effect. Once an employee elects coverage under Plan B, the employee cannot change to Plan A in the future.

2. Major Medical

- a. The Board shall make available a Major Medical Plan to employees who wish to participate. (See insurance form titled "Proposed Insurance Plan From Committee as of 6/18/10, referred to as "Plan A".)

Effective with the first pay in September, 2013, the Board agrees to pay eighty-eight percent (88%) of the cost of either the single or family plan.

- b. Effective January 1, 2014, the Board shall make available a Major Medical Plan ("Plan B") to employees who wish to participate. The Board agrees to pay ninety percent (90%) of the cost of either the single or family plan.
- c. Changes in coverage and/or coverage for new employees will be effective October 1st of each year this contract is in effect. Once an employee elects coverage under Plan B, the employee cannot change to Plan A in the future.

3. Dental

- a. The Board shall make a dental plan available to employees who wish to participate.

- b. The Board agrees to pay ninety percent (90%) of the cost of the single or family plan.
- c. Changes in coverage and/or coverage for new employees will be effective October 1st of each year this contract is in effect.

4. Life

- a. The Board shall purchase term life insurance protection for employees in the amount of thirty thousand dollars (\$30,000). The Board agrees to pay the full cost for life insurance.
- b. Coverage will be effective October 1st of each year this contract is in effect.

5. Outpatient Lab

- a. The Board shall make available an outpatient lab plan to employees who wish to participate.
- b. The Board agrees to pay eighty-eight percent (88%) of the cost of the single or family plan.
- c. Coverage will be effective October 1st of each year this contract is in effect.

6. Vision

The Board shall purchase vision care. The Board shall pay ninety percent (90%) of the cost of the family and single coverage.

7. Emergency Care Rider

The Board shall provide the emergency care rider to the hospitalization coverage.

8. Section 125 Plan

The Board shall make available a Section 125 Plan for employee.

9. Prescription Cards

The Board shall provide a prescription card with the following co-payments:

| PLAN A | | Co-Payment |
|---------------|---------------------|------------|
| Retail | | |
| Tier 1 | Generic | \$ 5.00 |
| Tier 2 | Generic Unavailable | \$15.00 |

| | | |
|--------|-------------------------------|---------|
| Tier 3 | Physician Dispense As Written | \$15.00 |
| | Patient Choice Non-Generic | \$25.00 |

Mail Service Two (2) times the tier co-pay for three (3) months' RX

PLAN B (AVAILABLE JANUARY 1, 2014)

| Retail | | Co-Payment |
|--------|--------------------------------------|------------|
| Tier 1 | Generic | \$ 4.00 |
| Tier 2 | Formulary | \$ 10.00 |
| Tier 3 | Brand Name (Non-Formulary) | \$ 20.00 |
| Tier 4 | Specialty | \$100.00* |
| | *with maximum of \$1,200.00 annually | |

Mail Service Two (2) times the tier co-pay for three (3) months' RX

10. Change Of Insurance

The Superintendent and a committee of the N.L.E.A. shall meet to review the current insurance coverage and to discuss possible changes in the coverage providing a request is made by either party to meet.

The committee shall be charged with exploring all insurance options and examine, research and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage. Written reports shall be provided by the committee to the Board and the N.L.E.A. concerning issues under study by the committee. The committee shall issue a recommendation to both parties by April 1 of the year of the study.

F. Pick Up of Retirement Contribution

The Board shall "pick-up" the unit member'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 and federal taxes on the amount of the unit member's total required contribution to S.T.R.S. The method used shall present no additional cost to the Board. The "pick-up" of retirement shall apply to all members of the bargaining unit. The Board assumes only the responsibility to forward the collected amounts of unit members' contributions to S.T.R.S.

In the event of changes in the laws and regulations of the State, I.R.S., or S.T.R.S., that make this method of "pick-up" conflict with these laws and regulations, the Board and N.L.E.A. representatives shall meet to mutually agree on a method that does not conflict, unless the law, OAG opinion or regulation mandates a return to the former method of employee/employer contributions that was in effect prior to the above change.

G. Mileage Reimbursement

Unit members who are approved to use their personal vehicle to travel between buildings or for other school related travel shall receive mileage reimbursement (which will not be taxable) at the I.R.S. rate per mile.

H. Salary Schedule Placement

1. Initial Placement

Unit members new to the New Lexington School System shall file with the School Treasurer a transcript of credits and certificates/licenses no later than September 15th of the year in which initial employment takes place. New unit members hired after September 1st shall file such transcripts and certificates/licenses within fifteen (15) days of the first day of the job.

2. Change Of Placements

Unit members who wish to change their placement on the salary schedule shall have the opportunity to file an appropriate transcript of credits and certificates/licenses until September 15th to be effective the first semester and until January 30th to be effective the second semester. Unit members who do so shall receive payment for service, in accordance with the new placement retroactive to the beginning of the school year if the appropriate materials are filed by September 15th, or retroactive to the first day of the second semester if the appropriate materials are filed by January 30th.

All credits must be from a college or university accredited by the State Department of Education.

Credits for years of experience will be given for military service up to and including five (5) years. A partial year of eight (8) months of continuous service shall count as a full year.

One (1) year of teaching experience shall be recognized for one hundred twenty (120) days of actual classroom teaching (or actual bargaining unit experience in the case of guidance counselors, nurses and librarians) in any one (1) school year or a combination of service days and approved paid leave days that total one hundred twenty (120) days. Substitute teachers who fulfill the one hundred twenty (120) days as stated above shall be credited with one (1) year of experience if employed by the District in a subsequent year to a regular teaching position as defined in O.R.C. 3319.10. Administrative employees who return to classroom teaching will not be given experience credit on the salary schedule for years worked as an administrator.

Unit members whose employment anniversary is the first day of the second semester shall be advanced on the salary schedule as of that date provided that such unit member has completed ninety (90) consecutive days of service or whose combination of service days and paid leave equals ninety (90) days.

3. Lanes Defined

Lane A "Bachelors Degree" Lane - Unit members with a Bachelor's Degree shall be paid on the A "Bachelor's Degree" lane of the certificated/licensed schedule.

Lane B "150 Semester Hours" Lane - Unit members with at least one hundred fifty (150) semester hours of training or the quarter hour equivalent and a Bachelor's Degree will be paid on the B "150 Semester Hours" lane of the certificated/licensed salary schedule. Hours outside the field of education, administration, guidance, the bargaining unit member's area of certification/licensure, and other pursued areas of certification/licensure shall not be counted towards the 150 hours.

Lane C "Master's Degree" Lane - Unit members with a Master's Degree will be paid on the C "Master's Degree" lane of the certificated/licensed schedule.

Lane D - Unit members who earn 30 semester hours of graduate credit (or the quarter hour equivalent) after they have been awarded a Master's Degree shall be paid on the D "Master's Degree + 30" lane of the salary schedule. Hours outside the field of education, guidance, the bargaining unit member's areas of certification/licensure and related areas, and other pursued areas of certification/licensure, shall not be counted toward the MA + 30 hours.

Graduate credit will be prospective and will not affect those teachers already given credit for hours earned, or those hours earned prior to January 1, 1997.

I. Salary Schedules

**NEW LEXINGTON CITY SCHOOLS
SALARY SCHEDULE
2013-2014, 2014-2015, and 2015-2016**

| Step | Bachelors | | 150 Hours | | Masters | | Masters+30 | |
|------|-----------|--------|-----------|--------|---------|--------|------------|--------|
| 0 | 1.000 | 31,990 | 1.041 | 33,302 | 1.098 | 35,125 | 1.136 | 36,341 |
| 1 | 1.041 | 33,302 | 1.087 | 34,773 | 1.149 | 36,757 | 1.192 | 38,132 |
| 2 | 1.082 | 34,613 | 1.133 | 36,245 | 1.200 | 38,388 | 1.248 | 39,924 |
| 3 | 1.123 | 35,925 | 1.179 | 37,716 | 1.251 | 40,019 | 1.304 | 41,715 |
| 4 | 1.164 | 37,236 | 1.225 | 39,188 | 1.302 | 41,651 | 1.360 | 43,506 |
| 5 | 1.205 | 38,548 | 1.271 | 40,659 | 1.353 | 43,282 | 1.416 | 45,298 |
| 6 | 1.246 | 39,860 | 1.317 | 42,131 | 1.404 | 44,914 | 1.472 | 47,089 |
| 7 | 1.287 | 41,171 | 1.363 | 43,602 | 1.455 | 46,545 | 1.528 | 48,881 |
| 8 | 1.328 | 42,483 | 1.409 | 45,074 | 1.506 | 48,177 | 1.584 | 50,672 |
| 9 | 1.369 | 43,794 | 1.455 | 46,545 | 1.557 | 49,808 | 1.640 | 52,464 |
| 10 | 1.410 | 45,106 | 1.501 | 48,017 | 1.608 | 51,440 | 1.696 | 54,255 |
| 11 | 1.451 | 46,417 | 1.547 | 49,489 | 1.659 | 53,071 | 1.752 | 56,046 |
| 12 | 1.492 | 47,729 | 1.593 | 50,960 | 1.710 | 54,703 | 1.808 | 57,838 |
| 13 | 1.533 | 49,041 | 1.639 | 52,432 | 1.761 | 56,334 | 1.864 | 59,629 |
| 17 | 1.574 | 50,352 | 1.685 | 53,903 | 1.812 | 57,966 | 1.920 | 61,421 |
| 22 | 1.615 | 51,664 | 1.731 | 55,375 | 1.863 | 59,597 | 1.976 | 63,212 |
| 27 | 1.656 | 52,975 | 1.777 | 56,846 | 1.914 | 61,229 | 2.032 | 65,004 |
| 32 | 1.697 | 54,287 | 1.823 | 58,318 | 1.965 | 62,860 | 2.088 | 66,795 |

For the 2013-2014, 2014-2015, and 2015-2016 contract years, all employees will receive a four hundred and forty dollar (\$440) one-time salary increase, not added to base salary indicated in the above schedule. The pay increase will be paid on the first pay of September each year of the Contract.

For the 2013-2014, 2014-2015, and 2015-2016 contract years, any employee who elects to enroll in Insurance Plan B, will also receive, respectively, the following:

For the 2013-2014 contract year, the employee will receive a six (6) month insurance premium holiday, effective January, February, March, April, May and June.

For the 2014-2015 contract year, the employee will receive a three (3) month insurance premium holiday, effective January, February, and March.

For the 2015-2016 contract year, the employee will receive a three (3) month insurance premium holiday, effective January, February, and March.

J. Supplemental Contracts

1. The Board will issue supplemental contracts for each supplemental duty that is filled. Supplemental contracts are those that are listed on the supplemental salary schedule. The contract will state the nature of the duties, the time period for the activity, and the amount of pay for the position. All supplemental contracts shall be for no more than one (1) year in duration.
2. Unit members will be paid in one lump sum upon completion of the duties. Supplemental contracts that cover the entire school year shall be paid in equal installments with their regular paycheck. Alternative arrangements may be made for payment with prior approval of the Superintendent.
3. Supplemental contracts will be paid from the current Supplemental Salary Schedule as follows:

Fall Contracts - Second (2nd) pay in November.

Winter Contracts - Second (2nd) pay in March.

Spring Contracts - Second (2nd) pay in May
4. Notices of vacancies of supplemental duties will be posted in each building during the school year. During the summer months the notices of vacancies will be posted in the Board office. If an employee leaves a self-

addressed, stamped envelope with the Board Treasurer, he/she shall receive notice by mail.

5. At the end of each school year, every supplemental contract shall expire, and the Board of Education need take no action to non-renew supplemental contracts in the school district. If a teacher is to be rehired on a supplemental contract, it will be based upon action taken by the Board of Education in hiring them after the expiration of the supplemental contract.
6. The Board retains the right to not fill supplemental contracts.
7. The Board retains the right to create new supplemental areas, the salaries of which will be determined by a team consisting of representatives of the N.L.E.A. and such others as designated by the Superintendent.
8. An evaluation procedure shall be developed by a committee of no less than three (3) administrators, appointed by the Superintendent, and three (3) unit members appointed by the N.L.E.A. Said evaluation procedure shall be the instrument for evaluating unit members on supplemental contracts.
9. Supplemental Salary Schedule
 - a. The Supplemental Salary Schedule is based upon a percentage of the base beginning salary at the B.A. level, but for the 2012-2013 contract year, the supplemental salary schedule will not include the 1% base salary increase established in Article XXXII for the 2012-2013 contract year.
 - b. There are three (3) steps based upon experience.
 - c. Experience may be earned in or out of the District and must be for the same position (i.e., Head Football experience counts towards the Head Football position).
 - d. Experience at the Middle School level as an assistant does count toward High School experience as an assistant (i.e., Assistant Middle School Basketball experience counts as an Assistant at the High School level in basketball).
 - e. If it becomes necessary for a person to assume a second responsibility on the same sport, he/she shall receive one hundred percent (100%) of the second salary.

SUPPLEMENTAL SALARY SCHEDULE

| | Years Of Experience | | | No. Of Full Time Positions |
|---|---------------------|----------|---------|----------------------------|
| | 0-2 Yrs. | 3-5 Yrs. | 6+ Yrs. | |
| Athletic Director | .17 | .18 | .19 | 1 |
| Physical Conditioning Room Coordinator | .16 | .17 | .18 | 1 |
| Football - Boys Head Coach | .16 | .17 | .18 | 1 |
| Football - Boys Assistant High School | .09 | .10 | .11 | 4 |
| Football - Boys Assistant Middle School | .08 | .09 | .10 | 2 |
| Basketball - Boys Head Coach | .16 | .17 | .18 | 1 |
| Basketball - Boys Assistant High School | .09 | .10 | .11 | 2 |
| Basketball - Boys Assistant Middle School | .08 | .09 | .10 | 2 |
| Basketball - Girls Head Coach | .16 | .17 | .18 | 1 |
| Basketball - Girls Assistant High School | .09 | .10 | .11 | 2 |
| Basketball - Girls Assistant Middle School | .08 | .09 | .10 | 2 |
| Baseball - Boys Head Coach | .09 | .10 | .11 | 1 |
| Baseball - Boys Assistant High School | .06 | .07 | .08 | 1 |
| Softball - Girls Head Coach | .09 | .10 | .11 | 1 |
| Softball - Girls Assistant High School | .06 | .07 | .08 | 1 |
| Wrestling - Boys Head Coach | .16 | .17 | .18 | 1 |
| Wrestling - Boys Assistant High School | .09 | .10 | .11 | 1 |
| Wrestling - Boys Assistant Middle School | .08 | .09 | .10 | 1 |
| Track - Boys Head Coach | .09 | .10 | .11 | 1 |
| Track - Girls Head Coach | .09 | .10 | .11 | 1 |
| Track - Assistant High School | .06 | .07 | .08 | 2** |
| Track - Assistant Middle School | .06 | .07 | .08 | 2** |
| **In addition to assisting the High School Track Coach, those who hold these supplemental contracts shall be required to coach the ninth grade reserve track teams. | | | | |
| Volleyball - Girls Head Coach | .13 | .14 | .15 | 1 |
| Volleyball - Girls Assistant High School | .08 | .09 | .10 | 2 |
| Volleyball - Girls Assistant Middle School | .06 | .07 | .08 | 2 |

| | | | | |
|--|------|------|------|---|
| Golf - Co-ed | .05 | .06 | .07 | 1 |
| Cross Country - Co-ed | .05 | .06 | .07 | 1 |
| Bowling | .05 | .06 | .07 | 1 |
| Instrumental Music | .14 | .15 | .16 | 1 |
| Flag Corps Advisor | .06 | .07 | .08 | 1 |
| Vocal Music - High School Performance | .04 | .05 | .06 | 1 |
| Vocal Music - Middle School (2) | .04 | .05 | .06 | 1 |
| Show Choir | .07 | .08 | .09 | 1 |
| Music Concerts - Elementary (2) | .04 | .05 | .06 | 1 |
| Cheerleader Advisor - High School | .06 | .07 | .08 | 2 |
| Cheerleader Advisor - Middle School | .04 | .05 | .06 | 1 |
| Play High School Musical | .05 | .06 | .07 | 1 |
| Play High School - Fall | .04 | .05 | .06 | 1 |
| Play Middle School | .03 | .04 | .05 | 1 |
| Thespian Advisor High School | .04 | .05 | .06 | 1 |
| Class Advisor - Senior | .04 | .05 | .06 | 1 |
| Class Advisor - Junior | .04 | .05 | .06 | 1 |
| Class Advisor - Sophomore | .03 | .035 | .04 | 1 |
| Class Advisor - Freshman | .03 | .035 | .04 | 1 |
| National Honor Society Advisor | .03 | .04 | .05 | 1 |
| Student Incentive Advisor - Middle School | .03 | .04 | .05 | 1 |
| Student Incentive Advisor – Elementary Schools | .02 | .03 | .04 | 2 |
| Annual Advisor - High School | .04 | .05 | .06 | 1 |
| Annual Advisor - Middle School | .03 | .04 | .05 | 1 |
| Annual Advisor – Elementary Schools | .03 | .04 | .05 | 2 |
| Student Council Advisor - High School | .04 | .045 | .05 | 1 |
| Student Council Advisor - Middle School | .025 | .03 | .035 | 1 |
| Club Advisor –ASL | .02 | .03 | .04 | 1 |
| Club Advisor - Spanish | .02 | .03 | .04 | 1 |
| Club Advisor - F.P.S. | .025 | .035 | .045 | |
| Science Olympiad Advisor - High School | .02 | .03 | .04 | 1 |
| Science Olympiad Advisor -Middle School | .02 | .03 | .04 | 1 |
| Power of the Pen Advisor | .03 | .04 | .05 | 2 |
| Energy Team Advisor | .03 | .04 | .05 | 1 |
| Art Competition Advisor | .04 | .05 | .06 | 1 |
| Dance Team Advisor | .06 | .07 | .08 | 1 |

| | | | | |
|--|-----|-----|-----|---|
| Mentor (One per mentee) | .04 | .05 | .06 | |
| Lead Mentor (one at K-5 and 1 at 6-12) | .05 | .06 | .07 | 2 |

Whenever unit members share the responsibilities of a supplemental contract position, they shall also share the salary.

Individuals wishing to perform a service appropriate for a supplemental contract shall make such a request to the Superintendent or N.L.E.A. A meeting shall be held between the representatives of the parties to determine if such will become part of the Supplemental Salary Schedule and to determine the amount of the remuneration.

Salaries for full year supplemental contracts will be prorated when awarded after first academic quarter.

10. Extended Service

| | |
|-----------------------------|---------------|
| Middle School Guidance | 20 days |
| Senior High Guidance | 20 days |
| Librarians | 20 days |
| CBI | 10 days |
| WECEP | 10 days |
| Family and Consumer Science | 10 days |
| Vocational Agriculture | up to 40 days |
| Nurse (full-time) | 10 days |

Extended days referenced above are payable in whole or one-half (1/2) day increments per year based upon the following conditions:

- a. submission of annual tentative plan for use of extended days as approved by building principal;
- b. submission of documentation to building principal of actual extended days worked in accordance with plan;
- c. days actually worked paid quarterly, in accordance with the following schedule:

- i. 2nd pay in September;
- ii. 2nd pay in December
- iii. 2nd pay in March;
- iv. 2nd pay in June.

K. Hourly Rate

Unit members performing hourly rated services shall be compensated at the hourly rate of .0009 of the BA Base Salary.

L. Attendance Incentive

Members of the bargaining unit who refrain from using sick leave and personal leave days shall be compensated annually as follows:

| | |
|-------------------------------|----------|
| Less than one (1) day used | \$350.00 |
| Less than two (2) days used | \$325.00 |
| Less than three (3) days used | \$200.00 |
| Less than four (4) days used | \$100.00 |
| Four (4) or more days used | -0- |

The experience period shall be from the first day of each school year to the first day of the subsequent school year.

For the purpose of this section, use of partial days of leave shall accumulate. Payment shall be on the payday of the second full pay period of September of the subsequent school year.

Unit members whose employment ends prior to one (1) full school year shall be paid a prorated amount.

M. Optional Pay/Work

A unit member who makes a request shall be paid seventy-five percent (75%) of his/her annual salary including supplemental salary for three (3) years. Then, for an optional year of his/her choice shall be paid the amount that was withheld those three years. During this year the unit member will have no work assignment and shall be treated as though on paid leave. The unit member shall be credited with one (1) year of seniority for this year and shall continue to be under the master contract. The unit member shall receive paychecks in the normal manner as if he/she were working. Upon return to work, the unit member shall be placed in the exact same position held prior to the beginning of the optional year unless the position has been affected by the reduction-in-force provisions of this master agreement. The teacher (substitute) employed during this year shall be advised at the time of hire that the position is temporary. By written notice to the Board, the unit member shall have the right to discontinue the program at any time prior to the beginning of the optional year and immediately receive all money

owed him/her. Once the optional year begins, the unit member may not return until the start of the ensuing school year.³

N. Purchase/Restoration of Service Credit

Upon written request and in accordance with the provisions of the State Teachers Retirement System Rule 3307-1-28, the Board shall make payroll deductions from the salary of the unit members for the purchase of restoration of service credit.

O. Rehiring Retired Teachers

This provision determines all changes to the collective bargaining agreement in effect between the parties as they relate to the rehiring of retired teachers in the district. (Note: the words “rehired” or “reemployed” as used in this section shall refer only to those teachers who have retired under the State Teachers Retirement System of Ohio from the New Lexington City School District.) This provision shall remain in effect only from July 1, 2013 through June 30, 2016.

1. Teachers contemplating retirement or wishing to be reemployed after retirement shall submit an application to the Superintendent for reemployment as a retired teacher no later than January 15 of the school year prior to which they desire to be reemployed by the district. The teacher’s application for reemployment as a retired teacher shall state the length of limited contract under which the teacher wishes to be reemployed. The Superintendent will reply to the applicant no later than March 30 of the same school year regarding his/her approval or denial of the application. If the Superintendent approves this application, the Superintendent shall notify the applicant as to the term of limited contract which will be offered for such reemployment.
2. To be eligible for reemployment, a retired teacher must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.
3. A retired teacher who is reemployed will not be granted severance or payment of any kind for accrued sick leave upon the severance for any reason of the retired teacher’s reemployment.
4. Retirement is a break in service and all seniority attained by a retired teacher prior to his/her retirement reverts to zero. Retired teachers shall not accumulate seniority under reemployment and retired teachers shall have no seniority so long as they are reemployed by the district.
5. Retired teachers who are rehired will have no rights with respect to notice of non-renewal as provided for by law. Further, retired teachers who are rehired will have no rights with respect to due process as it relates to non-renewal.

6. Retired teachers who are rehired shall be placed at Step 0 and on the lane representing his/her level of educational experience on the district's salary schedule that is in effect as of his/her respective date of rehire. Retired teachers who are rehired for multi-year and/or consecutive limited contracts shall advance on the district's salary schedule up to a maximum of Step 4.
7. In the event of a reduction in force, the provisions of Article VI herein shall not apply.
8. Sick leave for rehired teachers shall begin at zero and shall accumulate at the rate specified in Article VIII, A3., herein, and shall accumulate up to a maximum of twenty (20) days.
9. Retired teachers who are rehired are not eligible for tuition reimbursement or professional growth as provided for in Articles VII or VIID herein.
10. Retired teachers who are rehired are not entitled to participate in any insurance benefits provided by the district to bargaining unit members under the terms of this agreement. However, should the State Teachers Retirement System stop providing insurance benefits for retired teachers, the Board and the N.L.E.A. shall convene for the purpose of re-negotiating the terms of the district's provision of these benefits to retired teachers who are under contract as rehired retirees.
11. Retired teachers who are rehired may be eligible for extended service time.

P. National Board Certification

All bargaining unit members who attain and maintain national board certification will receive a stipend in the amount of one thousand dollars (\$1,000) per year.

ARTICLE IX – DISTRICT OPERATIONS

A. School Calendar

The Superintendent shall meet with each employee group for the purpose of receiving the unit members' parameters for the school calendar. The Superintendent shall then provide multiple versions of the school calendar from which the employees shall select, by vote, the calendar for the ensuing school year. The calendar shall include one hundred eighty (180) days of instruction, one (1) orientation day, two (2) record days (one at the end of each semester), and one (1) professional development day.

The calendar will be submitted to the Board of Education with a recommendation for approval. If the Board does not approve of the recommended calendar, the process shall be repeated.

B. School Facilities

1. Each school building will have separate lunchroom and restroom facilities for the teaching staff.
2. Each teacher will be provided a desk. A secure facility, not necessarily in the classroom, will be provided for use by the unit member in each building for the safe storage of personal items.
3. A school telephone shall be provided in each building for unit member use to conduct school-related business, except in cases of urgent necessity or an emergency. No personal calls shall result in charges to the Board. The phone shall be located in the teachers' lounge. The system shall allow all incoming calls to be answered by the school secretary for connection with the lounge phone and shall allow for direct dial outgoing calls. If this procedure results in long distance, non-reimbursed calls being charged to the District, the phone shall be removed.
4. Each school will maintain two (2) photo copiers with one (1) located in a teacher work area. These shall only be used for official school business.
5. Use of the public address system will be kept to a minimum.
6. The Board will provide a printer for each teacher who uses a computer in his/her classroom.

C. Building Staff Meetings

All unit members assigned to a school building will be required to attend one general staff meeting per month called by the principal of that school. Said meetings will be placed on the school calendar or in the building handbook, so that all staff can change their personal or school responsibilities to be in attendance at these meetings. Such meetings will not be more than sixty (60) minutes in length. An additional ten (10) minutes for the N.L.E.A. shall be scheduled and be written on the agenda for the purpose of transacting business. Emergency meetings can be scheduled at any time by the building principal. No staff meeting shall be used to replace or supersede any section of this contract where reimbursement is specified and/or appropriate.

D. School Community Relations

The N.L.E.A. is dedicated to the importance of good school community relations and to maintaining high standards in the New Lexington City Schools. To foster good community relations, the N.L.E.A. has established the following philosophy:

1. Every unit member in the system has the duty to promote his or her school through attendance at various types of school activities during each school year.
2. It is the duty of every unit member in the system to promote the schools in a favorable manner to the public by attendance at community functions, by serving on community committees, and by setting high standards for both young people and the adults of the community.
3. Unit members are encouraged to volunteer their services as chaperones for school-related activities.

The N.L.E.A. dedicates itself to the continuing improvement of school community relations and the insistence that its members take an active part in school and community affairs. For and in aid of good school and community relations, the Board shall provide each unit member, as a fringe benefit, with identification which shall gain bargaining unit members access to all home school athletic events and other school programs.

E. Teacher-Parent Communication

While teacher-parent communication is generally associated with negative or deficient aspects of the student's behavior, the Board and the N.L.E.A. exhort the professional staff to communicate at other times as well (e.g., when the student is doing well, or when the student accomplishes an important task, etc.).

The teacher shall file for all of his/her students an interim report on Tuesday of the fifth (5th) week of the nine (9) week period which shall be filed in the principal's office. The teacher shall also attempt to make personal contact with the parent or guardian

concerning a failing student who was not failing as of the Tuesday of the fifth (5th) week of the period. Said personal contact is to be done by 1) a phone call, 2) a letter requesting a conference, 3) a conference, or 4) another interim report but not later than the Friday of the seventh (7th) week of the nine (9) week period.

F. Class Size

The Board shall provide for a class size ratio of twenty-five (25) students to one (1) teacher in accordance with the formula of the State Minimum Standards. The Board shall make the best possible use of existing staff in order to meet this standard.

Whenever a unit member believes his/her class size is not commensurate with the sufficiency of facilities, he/she shall bring this to the attention of the Superintendent for the purpose of addressing the issue.

Assignments shall be guided by the potential of the individual pupil to learn, the pupil's modality of learning, the pupil's physical, social and psychological maturation level and other relevant criteria as diagnosed by the professional staff and as decided by the appropriate school administrator.

The Board agrees to assign pupils to classes in such a manner as to, as nearly as possible, equalize the teaching load within grade levels or subject area and within the constraints of the District's financial ability to employ additional teachers and the needs of the varying instructional programs of the District.

Teachers who, due to class size constraints, choose and are approved to teach additional periods outside the regular school day as defined herein (i.e. before or after school, during planning periods or on weekends), will receive extra pay at the teacher's pro-rated per diem for each period taught outside the regular school day.

G. Student Misconduct

1. Both parties recognize that the primary responsibility for the maintenance of good discipline rests with the classroom teacher. The Board of Education and the N.L.E.A. agree that the adjustment of behavior problems is the joint responsibility of unit members and administrators. Administrators, if requested, shall act with reasonable dispatch to render assistance to the unit member in resolving behavior problems.

When administrators will be absent from their respective buildings, another administrator will be on campus to provide administrative assistance and oversight to the affected building.

Unit members and administrators shall take action against any student, who at the time is not under the supervision of another staff member, who

violates rules of the classroom, building, or District regardless of where they occur. Such actions shall be corrective in nature and may include reasonable punishment in the classroom, remanding the student to the principal, and using the District's suspension, removal, expulsion policy. However, unit members are not expected to leave their regular assignments with students to become involved with the violators.

2. The unit member may send to the principal, or in absence of the principal, to the administrator on campus, a student who is causing a serious discipline problem in the classroom, or who has violated the District's code of conduct. When a student is sent to the principal the unit member shall send, with the student or with another student, a misconduct note which gives the student's name, description of incident, and how long the student is to remain out of class. The unit member shall communicate with the said principal in writing or in person on the same day to provide the necessary information concerning the problem. Such pupil so referred to the principal shall not be allowed to return to class for the remainder of the period in secondary and for no longer than thirty (30) minutes in elementary as determined by the unit member. Students may be removed for up to twenty-four (24) hours for violation of the serious misconduct code pursuant to Ohio Revised Code 3313.66(C).
 - a. In the event the referred student refuses to comply with the unit member's directive to report to the office, the unit member may request the assistance of the principal, or another unit member.
 - b. Necessary disciplinary action will be taken by the principal. The specifics of such action will be given to the unit member upon request.
 - c. If deemed necessary, the unit member or the principal may hold a conference to discuss the problem. Said conference may include the unit member, the student, the parents, and the principal.
3. The Board shall maintain an in-school restriction program for the Middle School and High School.
4. Unit members shall support the in-school restriction program and will not be required to serve as monitors.
5. Classroom parties, dress-downs, and other activities that are not part of the regular school activity shall not be permitted unless they are part of the regular course of study, are written in the lesson plans of the teacher who desires to sponsor such activity, and have the approval of the principal.

H. The School Day/Year

1. Length of School Day/Year

The length of the school year shall be one hundred eight-four (184) days as scheduled on the school calendar.

The length of the school day for bargaining unit members shall be seven (7) hours per day including a thirty (30) minute lunch unless otherwise stated in this contract. School day regular start and end times for bargaining unit members will range from 7:15 a.m. to 4:15 p.m. The annual school day schedule shall be published no later than July 1 of each year.

2. Unit Members Who Arrive Late

Unit members who are late more than ninety (90) minutes on any work day shall be docked one-half (.5) day of personal leave for the first occurrence (except when lateness is due to illness or reasons for which other leave should be docked), and then one-half (.5) day pay for each occurrence thereafter.

3. Lunch Time

Each unit member shall have at least one thirty (30) minute, uninterrupted duty-free lunch period per day.

4. Emergency School Closing

Whenever school is canceled for students on a day that it has been scheduled on the school calendar, it shall also be canceled for unit members during the same period, unless it is agreed to use the day for the purpose of professional development.

If the school day has already begun and school is canceled, unit members may leave fifteen (15) minutes after all their students have been released. Whenever there is a delay in the start of the school day for students, the delay shall apply to unit members for the same time period, providing that sufficient staff are on hand to supervise students that arrive at the regular time. The building administrator may call in staff people if sufficient staff personnel are not available to supervise students who arrive at the regular time or may, through the contract management section of this agreement make arrangements with the building staff in advance of such school cancellation.

5. Notification Of Assignment

All unit members in the employ of the Board of Education shall be notified of his/her assigned building, grade level, and subject for the ensuing year by the last day of the school year. Unit members hired after this date shall be notified

as soon as possible. Those currently employed who are not notified by the last day of the school year shall be assigned to the same building, grade level, and subject as in the current year. Unit members whose contracts are suspended due to reduction-in-force are exempt from this provision. Any assignment may be changed whenever necessary due to unanticipated resignation, retirement, absence of a unit member on an approved leave of absence, or significant grade level or course enrollment changes.

6. Planning Time

Each bargaining unit member shall be scheduled for a minimum of two hundred (200) minutes of planning time per five (5) day week, which shall be free of administrative assignment. Planning time shall be scheduled as follows:

- a. Each bargaining unit member in grades Pre K through 5 shall be scheduled for a minimum of thirty (30) consecutive minutes per day.
- b. Each bargaining unit member in grades 6 through 8 shall be scheduled for a minimum of one (1) class period of planning time per day.
- c. Each bargaining unit member in grades 9 through 12 shall be assigned to one (1) full class period of planning time. The High School is on block scheduling with block periods on Wednesday and Thursday. On Wednesday block, classes meet for periods 1, 3, 5 and 7 and on Thursday block, classes meet for periods 2, 4, 6 and 8. Due to this arrangement, teachers may not have a scheduled planning period on the same day that their block class meets. On days when a high school teacher does not have that block class period, no planning time will be scheduled.* On days when a high school teacher has that block class period he/she will have scheduled a full block class planning period.

7. Special Education Released Time

Unit members who have to prepare Individual Education Plans (IEP's) shall be provided with one (1) full day after the start of the school year without students during the month of August, September or October for completing IEP's. This day shall, upon request, be scheduled with the approval of the building administrator.

A Unit member who, with the approval of the building administrator, writes IEPs, and/or other state mandated special education reports outside the regular work hours will be paid at his/her per diem rate. A Unit member can use his/her room computer for writing IEP's if it has the necessary software or may check-out the department's laptop computer.

Elementary principals will schedule IAT meetings on one day of each month. A "floating" substitute shall be employed to relieve unit members who attend an IAT meeting.

Unit members who are required to attend meetings outside the regular contract day as defined herein (i.e. before or after school, on weekends, or during planning period) for the purpose of Intervention Assistant Team (IAT), Multi-Factored Evaluation (MFE), or Individual Education Planning (IEP), shall be paid the hourly rate.

8. Special Area Instruction

Elementary teachers required to provide Special Area Instruction shall be permitted to provide instruction in the area he/she feels most qualified (art, music, physical education, library) taking into consideration the needs of his/her class. This section shall apply so long as the State Minimum Standards permit flexibility in instruction in these areas. Regular elementary classroom teachers shall not be required to teach physical education.

9. Instructional Plans

The format of instructional plans shall be developed at the building level by a representative committee of N.L.E.A. selected teachers and the building principal or his/her designee. The format(s) shall address state department of education and district standards and shall also include provisions for student assessment.

10. E-Mail Communication

E-mail will be used as one means of communication between the administration and the bargaining unit members. It should not be used when immediate responses are necessary and/or desired by either the administration or bargaining unit members. Because of student privacy rights, e-mail should not

be used for communications about specific student problems. E-mail may be used as one option in the preparation and/or filing of lesson plans and/or other matters of timely importance.

11. Internet and Wireless Communication Device Usage

All bargaining unit members are expected to follow the Internet Acceptable Use Board Policies as well as the Wireless Communication Device Use Board Policies. The administration shall place a copy of these policies in the teacher handbook, shall hand-out the policies at the start of each school year and shall post the policies in each teacher lounge.

I. Substitute Teachers

The Board shall hire substitutes to fill temporary vacancies created when a bargaining unit member is absent or on leave. The Board shall not require unit members to assume the responsibility for another bargaining unit member.

Long-term substitute teachers hired by the Board for more than one hundred and twenty (120) days of service in a school year will be granted one (1) year of teaching experience for purposes of salary if hired by the district for a formal teaching position. However, long-term substitute teachers hired by the Board will not accumulate any seniority as bargaining unit members during the period of service as long-term substitutes.

Unit members who accept a substitution assignment shall be paid eleven dollars (\$11.00) per hour, and shall be paid for any portion of an hour as though they worked the full hour.

J. Personnel Files

1. The Board shall maintain an official personnel file on each bargaining unit member in the central office. The Board shall designate one (1) person to be in charge of the files. On the file jacket, an access log shall be maintained that shows each time the file has been entered for the purpose of obtaining information and show the name of the person and the date the file has been entered. A unit member may see his/her individual file upon request and may be accompanied by a person or persons of his/her choice. The unit member may make a copy of any information in his/her file except for information which a unit member is prohibited from seeing according to Ohio Law, providing the unit member reimburses the Board for the cost of such copies on request.
2. No information shall be placed in the file which is not accurate, relevant, timely, and complete. All information placed in the file with exclusions of 1) grade reports, 2) transcripts, 3) certificates/license, and 4)

receipts for tuition, shall have the signature of the author affixed to it. No information shall be placed in the file until after the unit member has seen it, except for the above listed exclusions and information that is prohibited by Ohio Law. If desired, the unit member shall have the opportunity to attach a statement to the information.

3. No information which is derogatory to a unit member shall be older than three (3) years except as required by Ohio law.

K. Safety and Health

Unit members who believe that their work site is not a safe, clean, and healthful environment for themselves and/or their students shall bring such to the attention of the building principal who shall take appropriate action.

L. Job Descriptions

Each position for which a member of the unit is employed shall have a job description. Job descriptions will be developed and implemented in accordance with all applicable laws, including O.R.C. 4117.

M. Work Outside Regular Program

If the Board hires teachers in summer school, the position(s) will first be offered to teachers currently employed by the Board. Notification of the available position(s) will be given to all teachers. If no one accepts the position(s), the Board will seek outside teaching personnel to fill the job.

Whenever the summer school program that is offered is used by a student toward credit for graduation, the student must meet the same standards as applied to the students in the regular program at New Lexington City Schools.

N. Staffing of Elementary Media Centers

One (1) full-time media and/or elementary certified/licensed staff member and one (1) full-time educational assistant will be employed to service the two elementary media centers. Each employee will service each elementary media center for two and one-half (2.5) days per week. The educational assistant will work under the supervision of the certified/licensed staff member.

O. Non-Teaching Duties

Unit members who perform non-teaching duties such as study hall monitor, lunchroom monitor, recess duty, bus duty, etc., shall be expected to do the following:

1. arrive on time and remaining for the full duty period,
2. take attendance (if applicable), and
3. attempt to stop disruptions or improper activities by students (Unit members shall use the School District's code of discipline).

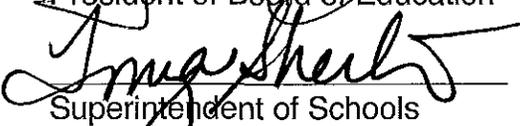
ARTICLE X - LIMITATION AND DURATION OF AGREEMENT

- A. This agreement contains the full and complete agreement between the Board and N.L.E.A. on all negotiable issues. Articles within this contract may be amended upon mutual agreement between the Board and the N.L.E.A. using the negotiation process.
- B. This agreement shall be in effect for three (3) years, effective 12:01 a.m. the first day of the 2013-2014* school year until 12:01 a.m. the first day of the 2015-2016 school year.
- C. In the event that the Board and the N.L.E.A. fail to secure a successor agreement prior to the expiration date of this agreement, the parties may mutually agree in writing to extend this agreement for any period of time.
- D. This agreement shall become effective upon its approval by both parties.

*For salary purposes, the school year is the employee's contract year.

This agreement attested to this 30 day of Sept., 2013 by and between the parties shall bind the Board and N.L.E.A. as agreed.

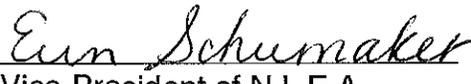


President of Board of Education


Superintendent of Schools
9-30-13

Date



President of N.L.E.A.


Vice-President of N.L.E.A.
9/30/13

Date

APPENDIX A

GRIEVANCE REPORT FORM

THIS FORM IS TO BE COMPLETED IN TRIPLICATE. AFTER EACH HAS BEEN SIGNED AND DATED BY THE GRIEVANT AND ADMINISTRATOR, GIVE ONE (1) TO THE ADMINISTRATOR, ONE (1) TO THE N.L.E.A. GRIEVANCE COMMITTEE, AND ONE (1) TO THE GRIEVANT.

Grievant's Name _____ Building _____

Home Address _____ Home Phone _____

Position/Title _____

Date on which grievance occurred or became known to the grievant _____

Concise statement of what happened:

Sections of the contract believed to have been violated:

Remedy requested (not less than contract provisions):

Signature of the grievant _____ Date _____

Signature of the administrator _____ Date _____

STEP TWO - **INDIVIDUAL** (Building Principal) Date Submitted _____

Disposition: _____

Building Principal Date

I/We desire to carry grievance to next level.

Member Signature Date

STEP THREE - SUPERINTENDENT Date Submitted _____

Disposition: _____

Superintendent Signature Date

I/We desire to carry grievance to next level.

Member Signature Date

STEP FOUR - BOARD Date Submitted _____

Disposition: _____

Board Date

I/We desire to carry grievance to next level.

Member Signature Date

STEP FIVE - ARBITRATOR Date Submitted _____

Disposition: _____

Arbitrator Signature _____

MEMORANDUM OF UNDERSTANDING

For the duration of the 2013-2016 Agreement only, the New Lexington Education Association and the New Lexington City School District Board of Education hereby agree as follows:

Beginning with the 2013-2014 school year through the 2015-2016 school year only, the actual number of students per class per grade level by building shall be as follows:

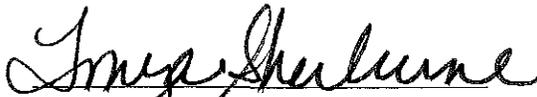
Grades K-1 = 18

Grades 2-3 = 21

Grades 4-8 = 25

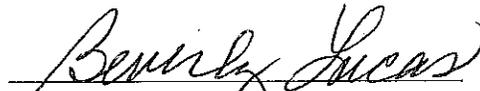
The above class size numbers will be determined each school year by using student enrollment figures.

Beginning with the 2013-2014 school year through the 2015-2016 school year only, if the average total number of students per class exceeds the above class size specifications in any of the above grade levels by twenty percent (20%), then one (1) teacher will be employed at that grade level. High school class size ratios shall remain equal to those of the 2006-2007 school year.



Superintendent of Schools

9-30-13
Date



President of N.L.E.A.

9/30/13
Date

CERTIFICATE
{O.R.C. 5705.412}

RE: The 2013-2016 agreement between the New Lexington City Board of Education and the New Lexington Education Association (NLEA), American Federation of Teachers. The agreement was ratified by the NLEA on August 13, 2013 and approved by the Board of Education on August 19, 2013.

IT IS HEREBY CERTIFIED that the New Lexington City School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATE: 8/19/13

New Lexington City School District

BY Christine Baimoto
Treasurer

BY Imag Shalume
Superintendent of Schools

BY J.R. J.
President, Board of Education