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NEGOTIATED AGREEMENT

BETWEEN THE

LEXINGTON SUPPORT ASSOCIATION

and the

**LEXINGTON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

September 1, 2012 through August 31, 2014

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PREAMBLE

The Board of Education of the Lexington Local Schools, hereinafter referred to as the Board, and the Lexington Support Association, hereinafter referred to as the Association, set forth this agreement to establish the relationship between the Board and the Association and to establish one orderly procedure for the consideration and resolution of matters of concern.

ARTICLE 1-RECOGNITION

A. Recognition of the Association

The Lexington Local Board of Education (hereinafter, Board) recognizes the Lexington Support Association/Ohio Education Association/National Education Association (hereinafter, Association) as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement and as may be otherwise defined in Chapter 4117 of the Ohio Revised Code.

As used in this agreement, the term “employee(s)” is defined as, and the bargaining unit covered by this agreement is defined as: all non-certificated personnel, including those on approved leaves of absence. Excluded from the bargaining unit are the superintendent, assistant superintendent(s), principals, assistant principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code (ORC), any other administrators employed pursuant to Section 3319.02 ORC, secretaries and clerks assigned to the superintendent’s, assistant superintendent’s and treasurer’s office, the director of buildings and grounds, director of transportation, director of food services, assistant director of buildings and grounds, head mechanic, and casual employees.

B. Recognition of the Board

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

C. Representation Election

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

ARTICLE 2 - NEGOTIATIONS PROCEDURE

A. Scope of Negotiations

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

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

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

B. Requests for Negotiations and Meetings

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

1. The parties agree to provide necessary information and supportive data relevant to their proposals. If a proposal is unacceptable to one of the parties, that party should give reasons and, if feasible, offer counterproposals.
2. Interim reports of progress may be made to the members of the Association by its representatives and to the Board by its representatives.
3. While discussions are in progress, any release prepared for news media will be approved by both negotiating teams. If discussions are temporarily interrupted before an understanding is obtained, the parties agree to keep the considerations confidential until the discussions are completed or impasse is declared by the representatives of either the Board or the Association.
4. During the meetings, either negotiating team may recess for independent caucus or conference as necessary.
5. Minutes of the negotiations meetings will not be taped by either or both of the parties involved.
6. Meetings shall start promptly, but no later than fifteen minutes after the predetermined starting time.

7. At the first negotiations meeting, complete agendas including proposals and approximate monetary costs shall be exchanged.
8. Every effort will be made to conclude negotiations within thirty (30) days prior to the expiration date of this agreement. If negotiations have not been concluded by that time, either party may declare impasse.

C. Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the Association to negotiate. No final agreement shall be executed without ratification by the Association and the Board. It is assumed that both parties have been given the privilege of making proposals, considering proposals, and offering counterproposals in the course of negotiations.

D. Responsibilities During Negotiations

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

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

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

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

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

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

F. Disagreement

If impasse is declared, the parties shall utilize the services of a mediator to assist the parties in attempting to achieve agreement on unresolved issues. Either party may require that a mediator be appointed by the Federal Mediation and Conciliation Service. The function of the mediator shall be to offer suggestions, ideas, concepts, etc., that will move the parties toward agreement. Mediation, for the purposes of this Section, shall be considered

concluded on the thirtieth (30th) day from the declaration of impasse unless the parties mutually agree to an extension of this time period. At the conclusion of the mediation time period the Association may utilize any and all rights as are afforded by Chapter 4117 of the Ohio Revised Code.

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

The administrative team and department supervisors will adhere to ORC 4117.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance – A grievance is a claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of the negotiation agreement.
2. Grievant – Any employee, group of employees, or the Association making a claim as set forth in number 1 above.
3. Day – A work (Monday through Friday) day as used herein. Calamity days, holidays, vacation days or other down time, for the purposes of this article, shall not count as a day.
4. Representative – A member of the Association or a designee of the Association president or the grievant.

B. Time Limits

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

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

C. Procedure

1. A grievance shall first be discussed within fourteen (14) days of the occurrence.

If the occurrence is during the summer months, employees whose contract is less than twelve months has fourteen (14) days after the start of school to start the grievance procedure informally with the immediate supervisor and the grievant may

be accompanied by a representative throughout the entire grievance procedure. The immediate supervisor may, if he elects, consult with the superintendent in an attempt to resolve the grievance within seven (7) days of the informal discussion. If the grievance is not resolved by the immediate supervisor the grievance will be reduced to writing.

The grievance shall set forth the nature of the grievance, date of occurrence and receipt by administration, date of informal meeting and decision rendered, and shall be filed with the assistant superintendent or designee. If no decision is made within the seven (7) days, or if the grievant is not satisfied with the decision the grievant may proceed to the next step.

2. Within seven (7) days of the assistant superintendent's receipt of the written grievance a meeting will be held. Within seven (7) days of the meeting, a decision shall be made and submitted in writing to the grievant, the representative, and the president of the Association. If the grievant and the Association are not satisfied with the decision, the grievant may proceed to the next step.
3. Within seven (7) days of the assistant superintendent's decision, the grievant may file the written grievance with the treasurer of the Board. The treasurer, upon receipt of the grievance shall place the matter on the agenda of the next regular Board meeting and shall cause notice of the date and time of the Board meeting to be given the grievant and shall furnish copies of the written grievance to each Board member. The Board shall hear the grievance in executive session and either party may request the presence of any person deemed necessary in reaching a decision.

Within seven (7) days of the hearing, the Board shall render a decision and furnish, in writing, a copy to all parties.

4. Arbitration –If the grievant and the Association are not satisfied with the decision of the Board, the grievant may proceed to arbitration. The arbitrator shall be selected through the labor Arbitration Rules of the American Arbitration Association. Such rules shall also be adhered to with respect to the arbitrator hearing and other proceedings related to such hearing. The arbitrator shall not add to or subtract from the terms of the agreement or law. The arbitrator's decision shall be binding on the parties. The cost of the arbitrator shall be borne by the losing party.

D. Confidentiality

Grievances filed and any response thereto will not be placed in the employee's file.

- E. The Association president, or his/her designee, shall be entitled to be in attendance at all/any adjustment of a grievance.

ARTICLE 4 - ASSOCIATION RIGHTS

- A. The Board recognizes the Association as the collective bargaining representative for the non-certified employees of the Board. Exclusive representation shall entitle the Association to those rights guaranteed by Ohio law and certain other rights. These rights shall include, but not be limited to:
1. The Board will make available facilities for meeting purposes to the Association. No fees will be charged for such use unless custodial overtime is incurred as part of facility use.
 2. The Association president or vice president will be permitted to do Association business during work hours if necessary and with the prior permission of the assistant superintendent.
 3. Duly authorized representatives of the Association shall be free to visit all buildings for Association business in accordance with established school procedures and insofar as such visits do not interfere with the employee's professional duties.
 4. The Association shall be entitled to:
 - a. The use of bulletin boards used for employee information;
 - b. Announcements at employee meetings;
 - c. The use of public address systems according to school system procedure;
 - d. Distribution of bulletins to employees according to normal school procedure(s);
 - e. Representation:
 - 1) An employee may be accompanied by an Association representative at any meeting where disciplinary action may result provided that the Association representative is available when the meeting is scheduled or the supervisor can reschedule the meeting to a time within three working days when the representative is available without disrupting school operations. The employee will be given notice of the charge, a summary of the evidence against him, and an opportunity to respond.
 - 2) "Disciplinary action" is defined to include placing a written reprimand in the employee's file and any disciplinary action resulting in loss of pay (e.g., suspension without pay or discharge).

- f. The right to disseminate materials at an appropriate table, in an appropriate place;
- g. A timely list/updates of all employees' names and assignments as available and upon reasonable request;
- h. The right to disseminate materials at general staff meetings; notification of Association payroll deductions and changes;
- i. Normal courier service among buildings, without charge;
- j. Use the District computers/email system without charge.
- k. Informal Monthly Meetings

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

- B. 1. An informal committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of five (5), but not less than three (3) persons appointed at the discretion of the Superintendent, plus the LSA President (or designee) and a maximum of five (5) persons (one representative from each bargaining unit classification) appointed at the discretion of the LSA president. The parties shall mutually develop an agenda prior to each meeting.
- 2. This committee shall meet upon request of one of the members of the committee, with no more than one (1) meeting per month. The agenda shall be established one week prior to the meeting. If the agenda is not established within that time frame, the meeting shall be canceled. Agenda items will only deal with district wide issues (i.e., issues affecting more than one school building in the district).
- 3. The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussions aimed at clarifying or addressing issues of concern to both parties.

The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the Negotiated Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

The Board retains the sole right and authority to manage the schools of the Lexington Local School District.

This agreement is entered into pursuant to that authority and ORC 4117 and, except as limited by terms of this agreement, the right to direct the non-teaching work force; to decide the duties to be performed; to decide the means, method, and equipment to be used; to assign, transfer, and promote the employees; to schedule the hours of work and starting and quitting times of employees; to hire, discharge, and discipline employees; and to make such rules and regulations as are necessary to maintain the orderly and efficient operation of the school not in conflict with the provisions of this agreement or the law, is vested in the Board.

If there is a dispute concerning a new rule affecting wages, hours, working conditions, or fringe benefits that cannot be mutually resolved, the negotiations procedure shall be utilized for resolution.

ARTICLE 6 - FAIR SHARE FEE

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

- A. Sign and deliver to the Association an application for Association membership and, unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the Association an authorization to the treasurer for payroll deduction of membership dues. The treasurer, upon written notice from the president of the Association that a member has terminated membership, shall forthwith commence the check off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments less the amount of Association annual dues or previously paid through payroll deduction, or;
- B. In lieu of becoming a member of the Association, authorize the treasurer to check off from the wages of the employee and pay to the Association an annual fair share fee which shall be no more than the total annual dues and uniformly applied assessments of the United Education Profession. In cases where the non-member refuses to authorize the treasurer to deduct such fair share fee, such deduction shall be in accordance with this section and Section 4117.09(C) of the Ohio Revised Code. All contracts of employment for positions in the bargaining unit shall contain the following language:

This contract of employment is subject to the negotiated agreement between the Lexington Board of Education and the Lexington Support Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the fair share fee provisions contained in the negotiated agreement, that I will, if I elect not to become, or remain, a

member of the Association, pay to the Association the prescribed annual fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the terms of my employment by the Board.

- C. The president of the Association shall, by October 1, annually certify to the treasurer of the Board the amount of the annual fair share fee and uniformly applied assessments for the ensuing school year. The treasurer, upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in paragraphs (A) and (B) of Article 6 above, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees, and assessments to the Association.

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

- D. Any objections to the amount of the fair share fee will be considered under the Ohio Education Association's adopted internal rebate procedure as per Section 4117.09(C) of the Ohio Revised Code.
- E. The Association agrees to indemnify and save the Board harmless against claims or suits that may arise out of or by reason of action taken by the Board in compliance with this article, provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board for which indemnification may be claimed;
 2. The Association shall reserve the right to designate counsel to represent and defend the Board;
 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desire, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this article; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

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

ARTICLE 7 - PAYROLL DEDUCTIONS AND PROCEDURES

- A. All payroll deductions listed below shall be deducted equally over 24 pay periods:
 - 1. Insurance
 - 2. Richland County School Employees' Credit Union
 - 3. Tax-Sheltered Annuities
 - 4. Income Protection Plan
 - 5. The OEA Fund for Children & Public Education
- B. Professional organizational dues shall be deducted for ten (10) consecutive pays beginning in November.
- C. Direct deposit of pay shall be mandatory for all members of the bargaining unit. A bargaining unit member shall have his/her paystub e-mailed to him/her. A confidential dedicated computer will be made available to all members of the bargaining unit at their work site to view and print the e-mailed payroll information.
- D. Paydays

The wages of all employees will be paid in twenty-four (24) equal installments, to be distributed on the 5th and 20th day of each month. This change will only occur contingent on the same change being made and at the same time by the Lexington Teachers Association. This change will become effective for the 2010-11 school year.

When a payday is on a weekend, it will be moved up to Friday. When a payday is on a legal holiday, it will be moved up to the day before such holiday.

ARTICLE 8 - SALARY SCHEDULES

- A. Effective September 1, 2012 through August 31, 2014, employees will be paid according to Appendix A as attached.

In those calendar years in which the Collective Bargaining Agreement with the Lexington Support Association expires, no salary notice will be issued until the successor agreement is ratified by both parties. Salary notices will be issued within three (3) weeks following both ratifications.

- B. For the 2012-2013 school year, each member of the bargaining unit shall receive a lump sum payment based upon three percent (3%) of the employee's regular 2012-2013 annual salary to be paid in the first pay in October 2012.

For the 2013-2014 school year, each member of the bargaining unit shall receive a lump sum payment based upon three percent (3%) of the employee's regular 2013-2014 annual salary to be paid in the first pay of October 2013.

- C. See Appendix B for the following:

1. Number of hours to be worked daily
2. Number of hours to be worked yearly (hours X number of days worked)
3. Number of days to be worked yearly (including paid holidays)
4. Number of paid holidays

- D. Seniority Pay

1. Seniority pay will be based on the years worked at the employee's present job classification.
2. Seniority pay is reflected on the salary schedule found in Appendix A.
3. If an employee changes job classification to a higher salary schedule, the employee will be placed on the new salary schedule at a level which is at least equal to their previous job salary.

- E. Salary Step/Contract Changes

1. When an employee successfully bids on and is assigned to another position, the employee shall be placed on the appropriate salary step for that position in accordance with Appendix A.
2. If a position is filled by transfer and no contract change is necessary, the new assignment will be affirmed immediately.
3. If, when a position is filled, a contract change is needed, the individual will be transferred and paid at their regular hourly rate until the next Board meeting. If the Board approves the recommendation, a contract change will be issued, effective the first working day and the salary will be adjusted accordingly.

ARTICLE 9 - PLACEMENT ON SALARY SCHEDULE

- A. All new employees shall be placed on the salary schedule at step zero or up to step 8, commensurate with their previous employment experience. No newly hired employee shall be placed above step 8 on the salary schedule. Employees shall be eligible for advancement on the salary schedule in accordance with the following:
1. If the number of days of responsibility under an employee's first contract exceeds one hundred twenty (120) days to be worked annually, they shall be eligible to advance to Step 1 on September 1 next.
 2. If the number of days of responsibility under an employee's first contract does not total one hundred and twenty (120) days to be worked annually, they shall remain at the zero experience bracket until September 1 next and for one full year after that date.
 3. After the first contract year, employees must accrue earnings on at least one hundred and twenty (120) days to be worked annually in order to be eligible to advance to the next step on September 1 next. Days taken off during a leave of absence or days off for which the employee does not accrue earnings shall not count towards meeting this requirement.
 4. Personnel returning to the employment of the school after an absence for whatever reason shall receive credit on the salary schedule for prior time worked within the District. He/she may also receive additional credit on the salary schedule for experience in another department, or with another employer. The additional credit can be up to a maximum of ten (10) years based upon the recommendation of the superintendent (i.e., 2 years prior service + 10 years additional credit = 12 years on the salary schedule).

ARTICLE 10 - INSURANCES

The parties agree to a re-opener on insurance only in 2013.

A. Life Insurance

The Board will purchase a group term life insurance policy for each employee, in the following amounts:

Employees who work six hours or more per day -- \$30,000.00.

Employees who work less than six hours per day -- \$15,000.00.

At their option, an employee may purchase additional life insurance equivalent to the maximum amounts the Board provides, if possible. This purchase will be at the same purchase rate that is paid by the Board.

Such coverage shall include an option to convert to whole life upon retirement. The carrier shall provide the option for an employee to increase their life insurance coverage through payroll deductions.

B. Dental Insurance

The Board will pay 50% towards the dental plan for all employees who elect family coverage and who work thirty-five (35) or more hours a week. The Board will pay 100% towards the dental plan for all employees who elect single coverage and who work fifteen (15) hours or more a week, with a cap of \$27.00. (Employees currently covered by this insurance working less than fifteen [15] hours a week will retain coverage on this same basis.) The lifetime maximum per person for orthodontic is one thousand dollars (\$1,000.00).

C. Medical and Pharmaceutical Insurance

1. The Board will provide coverage for medical and pharmaceutical insurance. The summary plan description of the medical and prescription drug insurance plan is attached as an appendix to this contract; the summary plan document and contract of the plan is incorporated herein by reference. Such plan will comply with the health plan standards required for National Committee for Quality Assurance (NCOA) accreditation, if feasible, and shall comply with the best practices of the School Employees Health Care Board (SEHCB).
2. The contribution shall be as follows, for employees who work:
 - a. 182 days or more (excluding holidays) and from thirty five (35) to forty (40) hours per week, the Board will contribute 90 percent;
 - b. from thirty (30) hours to thirty-four (34) hours a week – the Board will contribute 75 percent and the employee will contribute 25 percent;
 - c. from twenty five (25) hours to twenty-nine (29) hours a week – Board contribution –62.5 percent and employee contribution –37.5 percent;
 - d. from twenty (20) hours to twenty-four (24) hours a week – the Board will contribute 50 percent and employee will contribute 50 percent;
 - e. from fifteen (15) hours to nineteen (19) hours a week – Board will contribute 37.5 percent and the employee will contribute 62.5 percent;
 - f. less than 14 hours a week and hired prior to October 1, 1995, the Board will contribute twenty-five (25) percent and the employee will contribute seventy-five (75) percent.

- g. Employees hired on or after October 1, 1995, to work one to fourteen hours per week are not eligible for any insurance benefits.
- 3. If a bargaining unit member elects to take an annual health risk appraisal through the third party administrator of the medical and pharmaceutical insurance plan, the Board shall provide Fifty Dollars (\$50.00) to every bargaining unit member who takes such an appraisal within the first sixty (60) days of each medical and pharmaceutical insurance plan year. This incentive will be paid within thirty (30) days of receipt of verification of the completion of the annual appraisal.
- 4. Upon execution, the Union President shall receive a signed copy of the certificate of coverage along with any codicil, rider, MOU, or amendment made thereto during the life of the collective bargaining agreement. In addition, if the Employer utilizes the services of a health insurance broker, agent, or consultant, or the services of a consortium, the Union President shall receive signed copies in the manner noted above. In addition, if the Employer utilizes the services of a consortium to procure health insurance plans, the Union President shall receive signed copies of the consortium's articles of incorporation, constitution, and bylaws. Should the Board consider a change in carrier, the Board will notify the Association at least thirty (30) days prior to such change. If the Board changes carrier, a copy of the new contract shall be provided to the Association within thirty (30) days of receipt of the contract by the Board.
- 5. Billing and Service Irregularities – Each bargaining unit member, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall review such statements for accuracy and determine whether or not they or their dependents received such services. If the bargaining unit member identifies a service that was billed for but not received and reports it to the appropriate office (i.e., the Treasurer and/or HIPAA Privacy Officer) and the erroneous charge (1) is not already being investigated by the appropriate health insurance company or third party administrator and (2) leads to the recovery of funds, the bargaining unit member shall receive a reward equal to fifty percent (50%) of the District's recovery, up to Seven Hundred Fifty Dollars (\$750.00) per occurrence.

D. Labor-Management Health Insurance Committee

- 1. A twelve (12) member Health Insurance Committee shall be maintained with four (4) representatives appointed by the Lexington Support Association and Lexington Teachers Association and four (4) representatives appointed by the Administration. At least one (1) member from each side shall also be a member of the party's bargaining team.
- 2. The purpose of the Committee shall be to improve the quality of health care and lower the cost of health insurance for all enrollees of any District health insurance plan. The duties of the Committee shall be to review and analyze all pertinent

health care and health insurance information germane to the stated purpose of the Committee and recommend policy regarding health insurance and health care systems for the District.

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

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

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

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

E. Part-Time Employees

For single or family coverage the premium upon which the Board of Education's contribution will be based shall be the most up to date annual premium. The Board of Education will notify the employees within thirty (30) days of any change.

F. Change of Carrier(s)

Should the Board consider a change in carrier(s), the Board will notify the Association at least thirty (30) days prior to such change. If the Board changes carrier(s), a copy of the new contract(s) shall be provided the Association within thirty (30) days of receipt of the contract(s) by the Board.

ARTICLE 11 - SERS PICK-UP

The Board will shelter contributions to the School Employees Retirement System upon behalf of the employees on the following terms and conditions:

- A. The amount to be sheltered on behalf of each employee shall be the currently approved rate by SERS of the employee's compensation. The employee's annual gross salary shall be reduced by an amount equal to the amount sheltered by the Board for tax purposes only.
- B. The sheltered percentage shall apply uniformly to all employees.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
- D. For Internal Revenue Service purposes, the W-2 form for each employee shall reflect the actual amount as indicated on the negotiated salary schedule minus the SERS shelter.
- E. The negotiated salary schedule amount for each employee shall be utilized for all other calculations for the purposes of compensation such as, but not limited to, unemployment compensation, workers' compensation, and severance pay.
- F. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

ARTICLE 12 - SEVERANCE PAY

- A. Upon retirement, the retiree shall receive a lump sum at his/her latest per diem rate for forty percent (40%) of his/her accumulated sick leave. For purpose of severance pay, the maximum sick leave accumulation will be 250 days.

Employees shall be eligible for payment upon the date of approval by the School Employees Retirement System for retirement and the employee's reception of his/her first check from the retirement system.

The date of payment shall be within sixty (60) days of verification of the first SERS payment but only one payment shall be made to any employee. Payment shall void all sick leave.

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

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

The Board shall pay to each employee retiring with active service in the Lexington Local School District, forty percent (40%) of his/her total accumulated sick leave at the retiree's

per diem rate of pay on the date of actual retirement. Such employee will be eligible for payment upon the date of approval by the School Employees Retirement System for retirement and the receipt of his/her first check from the retirement system. The employee will have 90 days from their date of retirement to produce proof of payment, otherwise will not be eligible for severance pay. It is understood that there will be exceptions in case of emergency and employee is unavailable to provide such proof of retirement.

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

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

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

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

ARTICLE 13 - OVERTIME-SHIFT DIFFERENTIAL

- A. Forty (40) hours shall constitute the basic work week for employees covered by this section. The forty (40) hours shall be worked Monday through Friday. Association leave, professional leave, personal leave does not count toward hours actually worked for a day or a week. A day shall be defined as the employee's regularly scheduled eight (8) hour day.
- B. When bargaining unit members are required to actually work more than eight (8) hours in any workday or more than forty (40) hours in a work week in their current classification will be compensated at the rate of time and one-half their hourly rate, or by agreement, the employee shall have the option of compensatory time at a rate of one and one-half for each overtime hour worked. Such compensatory time is cumulative only to 240 hours, after which the employee must be paid. Compensatory time scheduling will be by mutual agreement of the assistant superintendent and employee.

Pay for employees required to work overtime in other classifications will be computed at step #1 of the job being performed or at the substituting employee's regular rate, whichever is higher. Any employee who voluntarily works in another department after their normal workday is performed, will be paid as a substitute. Bargaining unit members shall be given first consideration to volunteer to work in another department.

This policy does not apply to field trips.

- C. Any employee who is called back to work after completing his workday or who is called in on a weekend after completing his work week will be guaranteed a minimum of two (2) hours overtime or will be given a minimum of three (3) hours' compensatory time off.
- D. Overtime Rotation – Except for Bus Drivers
 - 1. All overtime will be offered on a rotational basis within a classification on a district wide basis except as hereinafter provided. If a building requests overtime, that overtime will be rotated, by seniority, within the building where the overtime is requested. If no employee from the building that requests the overtime accepts, the overtime will be offered to the other employees, by seniority, on a rotational basis. The assistant superintendent or designee has the authority to assign overtime in cases of emergency.
 - 2. All overtime will be paid in accordance with subsection B except for the cafeteria which will be paid as follows:
 - a. Outside Groups – Cafeteria workers will be paid time and one-half their regular rate of pay when they are required to work for special activities for outside groups. This fee shall be charged to the activity requesting use of the facility.
 - b. School Related Groups – The date and time required for each school related activity will be posted on the bulletin board of each kitchen. Employees will have the opportunity to volunteer to work, for the activity, if they so desire. If no employee should volunteers an employee shall be assigned and paid at the rate of time and one-half their regular rate of pay. This fee shall be charged to the activity requesting use of the facility.
 - 3. All overtime shall be ordered by or have the prior approval of the assistant superintendent or his designee.
 - 4. Where a group event causes additional work, an employee may request overtime from the maintenance supervisor or assistant superintendent.
- E. Shift Differential – Fifty (50) cents per hour additional compensation shall be paid for all work performed between 2:30 p.m. and 6:00 a.m. by regular night employees who work

more than twenty (20) hours per week. Any custodian assigned to work after 2:30 p.m. shall be paid the 50 cents per hour night bonus unless he/she is eligible for overtime.

This shift differential shall be based on 180 nights per year at eight hours per night. Seven hundred twenty dollars (\$720.00) will be added to the yearly contract amount for each regular night shift employee. In cases where employees work less than a full year as a night shift employee, the amount due will be prorated according to the number of nights actually worked.

- F. A statement of all overtime hours and rates for extra hours worked shall be itemized and attached to each check.
- G. Whenever possible, employees will be given at least twenty-four hours' notice of weekend assignments.
- H. If a building principal requests his/her secretary to contact substitute teachers, the secretary may be compensated with five percent (5%) annually of base salary for Central, Western, Eastern, and Junior High buildings, and seven percent (7%) annually of base salary for the high school building.

ARTICLE 14 - HOLIDAYS AND VACATIONS

A. Holidays

- 1. The following shall be recognized and observed by the Board as paid holidays:
 - a. New Year's Day
 - b. Good Friday
 - c. Memorial Day
 - d. Fourth of July
 - e. Labor Day
 - f. Thanksgiving Day
 - g. The day after Thanksgiving
 - h. Christmas Day
 - i. The last workday before Christmas
 - j. The last workday before New Year's
 - k. Martin Luther King Day
 - l. Presidents' Day (if designated and used as a holiday on the school calendar)
- 2. All employees will receive the day off with pay for any of the above which falls within the work year of the employee.

3. Any employee required to work on a day declared by the Board to be a holiday will be compensated for such time worked at double time and one-half (2 ½) their regular rate or will be given compensatory time off in addition to their holiday pay.
4. When any of the above listed holidays fall on Saturdays, the preceding Friday shall be observed as the holiday. If the holiday should fall on Sunday, the following Monday shall be observed as the holiday.
5. Each full-time employee will be given a calendar showing workdays, holidays, etc., at the start of each school year.

B. Vacations

1. All full-time (twelve month) employees shall receive an annual vacation with pay as follows:
 - a. Effective September 1, 2005, all new hires who are hired between September 1 and March 1 of any year will be entitled to one week vacation.
 - b. After one full year of employment and each full year thereafter employees will be entitled to two weeks' vacation.
 - c. At the beginning of ten (10) years of employment employees will be entitled to three weeks' vacation.
 - d. At the beginning of fifteen (15) years of employment employees will be entitled to one additional day of vacation for each year of service over 14 years to a maximum of twenty (20) days.
 - e. Anniversary date for determining the length of vacations shall be September 1 of each year.
2. All vacations may be taken during the contract year (September 1 August 31). All vacations will be scheduled in advance and with approval of the assistant superintendent and department supervisor.
3. If a holiday (as listed in Article 14, part 1) falls within an employee's vacation time the employee will be granted an additional day of vacation.
4. Upon separation from employment an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued but unused vacation leave to his/her credit at the time of separation.
5. Earned vacation may be carried over into the following year with the approval of the assistant superintendent.

6. At the death of an employee, earned vacation will be paid to the employee's spouse or other designated beneficiary.
7. Vacation shall be prorated during the year it is earned should the employee's employment end for any reason prior to the end of the contract year.

ARTICLE 15 - LEAVES

A. Sick Leave

1. Each employee shall be entitled to fifteen (15) days of sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 $\frac{1}{4}$) days per month. Sick days will be deducted from the accumulated days when taken and not at the end of the month.
2. Sick leave accumulation shall be two hundred seventy (270) days.
3. When an employee has been absent for more than five (5) consecutive workdays because of personal illness/injury, he/she must provide a doctor's excuse verifying the need for and length of continuing absence to the treasurer's office in order to continue being paid beyond the fifth day. If the verification has not been provided, the employee's pay will be docked until his/her return to work or he/she provides the doctor's verification.
4. Each employee may be advanced five (5) days' sick leave upon employment with the Board. This advance request must be submitted in writing. No additional sick leave can be accrued until after the fourth month of the advance at which time they begin to accumulate at one and one-fourth (1 $\frac{1}{4}$) days per month. Should the employee leave employment before these days are earned, the employee would be responsible to pay back the unearned days monetarily, which have been used.
5. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

An employee who has exhausted their sick leave and experiences a death in the family may be advanced five (5) days sick leave in accordance to Section 4 above. A maximum of six (6) continuous weeks of sick leave may be used after a birth. In the event of medical complications that are certified in writing by a physician, sick leave shall be extended. After the initial six (6) week period, barring medical complications, the employee must either return to work or go on an unpaid leave of absence.

6. Immediate family, for purposes of this article, shall be defined as: spouse, father, mother, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, legal guardian or other person who stands in place of a parent (in loco parentis) or others living in the employee's household who are related to the employee through blood or marriage.
7. Notice of use of sick leave shall be made on the form attached as Appendix C.
8. An employee who uses sick leave in excess of three (3) days to care for a member of the immediate family, as defined above, may be requested to submit a doctor's statement concerning the need for care.

B. Leave of Absence for Association Business

During each school year, the Board shall grant nine (9) paid days of association business leave to LSA members for the purpose of attending OEA/NEA representative assemblies, OEA/NEA member lobby days, OEA/NEA educational seminars/workshops, and for collective bargaining. Requests for association leave shall be made at least five (5) working days in advance of requested days to the assistant superintendent.

C. Personal Leave

Each employee shall be granted three (3) days of personal leave each contract year. In cases where an employee is employed for less than nine (9) months, the time shall be prorated in accordance with the number of days of responsibility in a full contract year. All days of eligibility shall be rounded to the nearest full day.

Use of personal leave shall be governed by the following:

1. Personal leave is not cumulative.
2. The assistant superintendent shall be responsible for recommendation of leave requests.
3. Requests for personal leave shall be submitted to the assistant superintendent on the form provided, Appendix D. Except in cases of emergency, such requests shall be submitted at least five (5) working days prior to the date requested. The assistant superintendent shall take action on the request and send copies of the request and action taken to:
 - a. The employee making the request
 - b. The Board for evaluation
 - c. The director of the department.
4. Personal leave may be taken for emergencies, appointments, or other events that

cannot be scheduled outside of the employee's working hours.

The approved list of reasons would include:

- a. family matters
 - b. personal business
 - c. financial matters
 - d. legal matters
 - e. others with the approval of the assistant superintendent.
5. Personal leave cannot be used during the first five (5) days or the last eight (8) days of the school year and the day preceding or following holidays (except in emergency situations or as approved by the assistant superintendent).
 6. No more than two (2) employees from the same department and building will be granted personal leave for the same day.
 7. Personal leave will be granted in one-half (1/2) day increments, except for six (6) hour bus drivers who will be granted the leave in one-third (1/3) day increments.
 8. All employees who do not use their allotment of personal days shall be paid for any unused days at the rate of fifty one hundredths (.50) of their daily rate for each day. Said payment shall be made during the first full pay period following the end of the employee's last day of responsibility under the contract year. Employees may choose to roll any accumulated but unused personal leave into their accumulated sick leave.

D. Jury Duty

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

E. Assault Leave

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

employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence.

An employee shall be granted assault leave according to the following rules:

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

Following the initial examination by the licensed physician, the employee must be re-examined every twenty (20) days by a licensed physician until it is determined that he is able to return to work. In no instance may the assault leave exceed ninety (90) working days.

4. An employee shall not qualify for payment of used assault leave until the Assault Leave form has been submitted.
5. Said employee shall not be permitted to accrue assault leave.
6. The employee will be maintained on a full pay status with fringe benefits during the period of the paid assault leave. The employee, during this period, may not perform any duties related to any other job during the school day.
7. The employee agrees to sign a statement indicating a willingness to participate and cooperate with the Board if the Board decided to pursue legal action against the assaulter.
8. When Workers' Compensation reimburses the employee in any amount for time lost during the assault leave, the Board shall pay the difference between the employee's full pay for the period of assault leave and the amount paid by Workers' Compensation.
9. Payment shall be discontinued when the employee elects to retire or is no longer under contract with the Board.

10. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16 of the Revised Code.

F. Maternity/Paternity Leave

1. Maternity/Paternity Leave – Employees who become pregnant, are adopting a child less than two years of age, or are rearing a child and who desire to return to work at a future date shall be granted a maternity/paternity leave. A maternity/paternity leave shall be a leave without pay and shall be in accordance with provisions of this article. Maternity/paternity leave may commence at any time during the period between commencement of pregnancy and the end of the pregnancy disability associated with the birth of the child or at the time of the adoption of the child. Such leave shall be for a period up to one (1) year and may be extended for an additional year upon application for extension and approval by the Board.
2. Application for Leave – Applications for maternity/paternity leave shall be in writing, directed to the assistant superintendent on the proper form, and shall contain the date on which the leave of absence is to commence and the date on which the employee expects to return. Application for maternity/paternity leave shall be made at the earliest possible time but shall not be later than the thirtieth (30th) day before the beginning of the maternity/paternity leave except in cases of emergency or those owing to circumstances which could not reasonably be anticipated thirty (30) days in advance. Missing the thirty (30) day deadline will not be reason to deny the leave, but may be reason to delay it.
3. Reinstatement Application – An employee on a maternity/paternity leave who desires to return to work should confirm his/her intention to return at least sixty (60) days preceding the scheduled return date. An employee who decides not to return shall so notify the Board as soon as possible.
4. Fringe Benefits – Employees on maternity/paternity leave will be given the opportunity of continuing in the hospitalization/health care insurance and group term life insurance programs by forwarding a check or checks for both the Board's portion and the employee and family portion (when applicable) to cover the full cost of said insurance programs. The treasurer will process all requests for insurance coverage. Checks must be in the treasurer's office not later than the twenty-fifth (25th) day of the month in order to continue the insurance in force. The employee may also forward funds required to carry on his/her other fringe benefits such as health and accident insurance. The checks for fringe benefits are to be made out to the company involved; the treasurer's office will forward these checks to the specified company.
5. Reinstatement – Upon return from approved maternity/paternity leave the employee will retain the same contract status he/she held when the leave

commenced and will be assigned to the same position if available or to a substantially equivalent position to the one he or she held prior to the leave.

G. Family and Medical Leave

The Board and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family and Medical Leave Act (FMLA) including any and all future changes and/or amendments. For a summary of FMLA benefits, employees may access the Federal government web site at www.dol.gov/dol/topic/benefits/fmla.htm.

Note: The above shall replace and supersede the current provisions of Article 15 (G). H. Emergency Security Program

H. Emergency Security Program

1. The Employee Emergency Security Program is designed to assist employees who experience a serious accident or major illness for which they do not have adequate sick leave as covered under Article 15 of this contract.

In order to participate in this program you must donate one (1) sick leave day to the pool by September 25 of the contract year (9-1 to 8-31). New employees must donate one (1) sick leave day within fifteen (15) days of their hiring by the Board. Once an employee is enrolled in the program, they will remain a member of the pool except as provided in Article 15 (H) (5).

2. The sick leave pool is formed from the donations of accumulated sick leave of each employee who wishes to participate in the program. Once a day has been donated it will remain part of the pool, even if you do not. The days in the sick leave pool will be converted to hours and will be drawn out as hours. The days to hours conversion will be as follows:

a.	Full time employee	8 hours
b.	7 Hour employee	7 hours
c.	6 Hour employee	6 hours
d.	5 Hour employee	5 hours
e.	4 Hour employee	4 hours
f.	3 Hour employee	3 hours
g.	2 Hour employee	2 hours

3. To be eligible you must use all vacation time, all sick leave and all personal days that you are entitled to use. You must be recovering from a specific illness or injury of ten (10) or more consecutive workdays. You must turn in a physician's certificate indicating the specific illness or injury to the LSA president. The amount of sick leave awarded under this program shall not exceed thirty (30) workdays in any one (1) contract year (9-1 to 8-31).

4. Employees are not eligible to use the sick leave pool if:
 - a) you have not donated a day of accumulated sick leave;
 - b) you are voluntarily absent for any reason;
 - c) it is a routine maternity;
 - d) the specific illness or injury is not ten (10) consecutive workdays or more;
 - e) you are eligible for other paid leave or compensation.
5. The number of hours permitted to accumulate in the sick leave pool shall be seven hundred fifty (750). Should the pool diminish to one hundred twenty (120) hours or less, the employee who is a participant of the program will be asked to donate another day. Employees who do not donate a sick day will be removed from the pool. Employees will be given a chance to re-enter the pool at the next open enrollment which is at the beginning of the contract year (September 1 of each year). (See Appendix G.)
6. Request for assistance from sick leave pool will be processed through the LSA president. (See Appendix H.)

ARTICLE 16 -- WORKING CONDITIONS

- A. The Board agrees to maintain safe, clean and sanitary working conditions for each employee. No employee will be required to work under conditions which constitute a hazard to either his health or safety.

All employees agree to cooperate fully in maintaining such standards within the schools and to report any hazardous condition to the administration immediately.
- B. In the event of an absence of five (5) days or more in the area of cafeteria employees, a substitute must be provided, beginning on the 6th day and continuing until the employee returns from leave.
- C. Employees will be furnished with all tools, equipment, and materials needed to perform their work with the exception of mechanic's hand tools which are the responsibility of the employee to furnish.
- D. All employees will have a minimum of thirty (30) minute duty-free lunch.
- E. Drivers who are absent from driving their regular routes(s) shall not be eligible to drive for field trips on the day of their absence.

- F. Calamity Days – Employees will not normally be required to work on days declared to be calamity days under the requirements of state law.

When employees have reported to work before being informed of the school closing or are called into work on such days, they shall be paid their regular day's pay plus their regular hourly rate for the hours worked.

- G. An employee required to perform work paying a lower rate per hour than their regular rate will be paid at their regular rate for the time worked.
- H. Any employee required to change from one school to another school during the same day will be paid for the time consumed by the move as part of the regular day's work.
- I. The Association shall have the right to designate one (1) employee to act as the Association representative of each school building and one (1) representative for each ten (10) members in each classification to act as a classification representative for such periods as the Association deems proper.
- J. All new bus drivers must complete the required training with three (3) months after employment. The Board will reimburse the drivers for the cost of the fees for the required training and licenses. Such reimbursement will be paid to the driver after 180 days.

Fees required for renewal of a school bus driver's operator's license (including training and actual license fees) will be reimbursed to the driver within 60 days upon proof of completion.

The Board will reimburse all aides for certification fees.

- K. Bus Drivers – Field Trips

- 1. A field trip is defined as any trip where a bus is used to transport children other than the daily transportation to and from school or between schools. Generally, field trips will fall into one of two categories.
 - a. Educational Field Trips – trips taken as part of the school program. These must be of an educational nature and will be paid for by the Board of Education.
 - b. Student Activity Field Trips – trips taken for the purpose of participation in activity programs. These trips will be paid for by the activity requesting the trip.
- 2. Field Trip Rate – The rate of pay for field trips shall be \$11.91/hour effective 9/1/09 and will increase each year thereafter at the percentage of the base wage increase for bus drivers.

3. Selection of Drivers

- a. There shall be three (3) different wheels for determining the field trips:
 - 1) wheel #1 (one) trips shall have a.m. pick up times;
 - 2) wheel #2 (two) trips shall have pick up times from 12:01 p.m. to 4:29 p.m.;
 - 3) wheel #3 (three) trips shall have pick up times scheduled at 4:30 p.m. or later on weekdays and for all holiday and weekend trips.
- b. All field trips shall be assigned to drivers on the basis of rotation. The beginning of each school year, a rotation list in the order of seniority shall be posted.
- c. Field trips, along with a sign-up sheet, will be posted on or before 6:30 a.m. the first scheduled workday of the week preceding the week of the field trip(s). Using Appendix H, drivers must sign up by 12:01 p.m. on the third scheduled workday of the week preceding the week of the field trip(s). Also, drivers must indicate their availability to which day they want to be considered. Assignment of the field trip(s) will be posted before 2:30 p.m. of the last scheduled workday of the week preceding the field trip(s). Trips scheduled during breaks (Christmas, spring, etc.) and the week following the break will be assigned and posted by 2:30 p.m. the last scheduled workday before the break. Assignment will be made using the drivers that have indicated their availability for the same days of the posted field trips.
- d. As trips are posted, the driver shall indicate their availability or refusal of the trip. Failure to do so will be recorded as an automatic refusal.
- e. If a driver refuses a trip, the driver (he/she) shall wait until his/her turn in the rotation occurs again except when a trip is received after the next week's trips have been assigned.
- f. In the event a field trip is received after the next week's trip have been assigned and posted, the drivers that have indicated their availability for that day of that week of that wheel will be considered first. If there is still a need for a driver, then the driver next upon the current wheel has the option of refusing the trip without losing their place on the wheel. If the trip is taken by other than the next scheduled driver, the driver who takes the trip will remain in the normal rotation for the next scheduled trip and the trip will be treated as an extra trip outside the normal wheel rotation.

- g. In the event a driver becomes ill or because of other family obligations is unable to take the trip assigned, that driver will lose that trip and the director of transportation will treat the driver assignment in the same manner as a trip received after the next week's trip(s) have been assigned and posted.
 - h. In the event a trip is canceled with nonpayment, the driver is to get the next scheduled unassigned trip from the same trip wheel. In the event a trip is canceled after the driver has arrived at the bus garage, the driver is to be paid trip rate for time worked or a minimum of two (2) hours, whichever is greater.
 - i. At the close of the school year a sign-up sheet will be posted for drivers to sign who wish to drive trips during the summer months. The list will run in the same rotation manner as the regular list during the school year but will only include those drivers who have signed up. The director of transportation will make reasonable efforts to contact drivers as their turn comes up; however, it will be the responsibility of the driver to keep in contact with the transportation department as to available trips.
 - j. Drivers may not specify a special trip. Drivers shall not be permitted to skip their regular run to take a field trip. In regards to the rotation, once a driver has been assigned a field trip, the driver shall not be eligible for assignments to a field trip until the other available drivers have been assigned a field trip.
 - k. The director of transportation shall have the right to assign field trips to substitute bus drivers where time consideration dictates.
- 4. The Board may use a pick up/drop off system for wrestling and swimming field trips, but these shall be treated as a single trip. If this system is used, the driver will be paid at their regular hourly rate for time actually worked including preparation and clean up time with a minimum of two hours pay.
 - 5. Drivers will be paid their regular hourly rate for drug or alcohol testing if scheduled outside regular work hours.
 - 6. All field trips, including any time spent on necessary pre-trip inspection, bus clean-up, and refueling, shall be paid as two hours of work or the actual hours worked as shown on the driver's time sheet, whichever is more.
- L. After an employee (cafeteria, aides, secretaries) under contract has worked fifteen (15) consecutive days in a single position, their rate of pay shall be increased to the base rate for that position or receive a one dollar (\$1.00) per hour increase, whichever is greater. The pay is to be retroactive to first day in new position.

M. In-Service Review Board

The In-Service Review Board will be composed of representatives of the Board, the Administration, and Association. It will be authorized to grant salary increases for a limited time (subject to final approval by the Board) to those employees who have completed classes, workshops, or conferences which will lead to greater competency in their particular position.

N. Tuition for Employees' Children

When an employee(s) desire to have his/her child(ren) (includes stepchildren living with the employee) enrolled in the Lexington Schools, the Board shall accept such child(ren) on a tuition free basis. Initial acceptance will be based on available space in a given grade and/or building. The Board shall not be responsible for providing transportation to and from school for such child(ren). The employee must contact the superintendent's office by August 1 of the school year they wish to enroll their child.

O. Dispensing of Medications

Medication will be dispensed in accordance with 3313.713 ORC which will be posted in each building where medications are dispensed.

P. Health and Safety

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

The Board acknowledges that the safety of its employees is of great importance and, therefore, will work through reasonable efforts to create a safe working environment.

The Board will provide in each building:

1. An adequate and well maintained first aid kit.
2. An adequate supply of disposable rubber gloves.
3. A supply of CPR masks.

The Board will supply on each school bus:

4. An adequate and well maintained first aid kit.
5. An adequate supply of disposable rubber gloves.

6. Each bus driver will be advised as to any serious medical condition of any student which may require emergency assistance from the driver.

Q. Surveillance Equipment

1. Videotapes shall not be used as the sole means of formal evaluations.
2. Review of the videotapes will be limited to the driver, transportation director, other district administrators involved with a particular student and/or a particular behavior incident, the parent or guardian of the student, and the superintendent or his designee. Additionally, employees involved in incidents shall have the right to review such tapes with Association representatives.
3. The retention and security of the videotapes will be the responsibility of the transportation director and/or any other district administrator responsible for transportation and concerns. All videotapes will be maintained at the discretion of the transportation director. All videotapes will be maintained in a secure area and access to them will be limited to those individuals noted in the above paragraph. All tapes will be kept on school premises.

R. Educational Assistants/Library

It shall be the responsibility of the educational (library/computer lab) aide in each building to provide assistance to the classroom teacher in the computer lab.

S. Training Opportunities

1. The Board of Education will establish training opportunities for bargaining unit members. These training opportunities may be taken in district or out of district provided the training is approved by the Assistant Superintendent/Superintendent.
2. The Association will survey its membership to determine the kinds of training bargaining unit members are interested in receiving, but the ultimate decision as to the nature, extent, and location shall remain with the Assistant Superintendent/Superintendent.
3. Association representatives designated by the President will work collaboratively with the Administration to develop training sessions and sites.
4. The Board shall provide each school year under this current negotiated agreement a maximum of \$7,000.00 for tuition reimbursement costs associated with additional training for bargaining unit members. These funds may be used for tuition reimbursement only.

Tuition reimbursement will be capped at \$950.00 per member to a total maximum of \$7,000.00 for each year of this contract.

Bargaining unit members will have ninety (90) days to submit a transcript after the completion of the course to receive reimbursement. Any funds not utilized by June 30th may be disbursed to employees with tuition not previously compensated. The Treasurer will review original submissions and disburse the remaining funds in the same order of the original disbursements of tuition. Employees may be asked to provide evidence of tuition not previously covered. All course work shall be related to their current employment duties and must be pre-approved by the assistant superintendent.

The Board shall provide each school year under this current negotiated agreement a maximum of \$3,000.00 per contract year to defray the costs of professional development. All professional development must be approved by the assistant superintendent.

Reimbursement for expenses will be made according to the following schedule upon presentation of receipts submitted on Reimbursement Form found in Appendix L to the Treasurer of the Board:

Room	\$80.00 a day maximum
Meals	to a maximum of \$30.00 per day
Registration fees	paid by the Board
Travel	IRS rate per mile and/or cost of common carrier ticket to a maximum of \$250.00
Miscellaneous	\$15.00 a day maximum (parking, taxi, etc.)
	Substitute employee expenses

5. Any member of the bargaining unit may apply to the Assistant Superintendent for prior approval describing the training to be taken, date, place, time, and anticipated expenses. No expenditure will be authorized without prior approval of the training.
6. The Assistant Superintendent shall be provided not less than ten (10) school days to approve or disapprove the application.
7. To be eligible for tuition reimbursement, the employee must submit a request for approval to the Superintendent or designee before the start of the course and a request for stipend payment for additional hours shall be submitted to the Board Treasurer following completion. Payment shall be made within sixty (60) calendar days after receipt of transcript. The employee must get the prior approval of the Superintendent or designee in order to change the course that a request for tuition reimbursement has been approved.
8. Credit for conferences, workshops, seminars, etc., from an accredited college or university, will be applied if such credit is given and is related to the employee's job responsibilities.

9. Any employee who completes course work during the summer must return to work in the Lexington Local School District to be eligible to claim any reimbursement under this section.

T. Compensation for Use of Personal Vehicles

The Board will reimburse custodians and secretaries for using his/her own vehicle for one (1) courier trip a day to the Central Office to deliver mail, by the most direct route, at the current IRS rate for business mileage. Additional trips to Central Office that are directed by the building administration will be compensated as well.

Custodians will indicate on their time sheets the days upon which he/she performed this service.

The Board will reimburse Cashiers for using his/her own vehicle to turn in daily cash receipts to the Food Service District Office, by the most direct route, at the current IRS rate for business mileage.

Reimbursement will be made quarterly.

ARTICLE 17 - SENIORITY

A. Seniority Defined

Seniority shall mean the uninterrupted length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue to an employee from the first day worked.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits.
3. Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority. Time spent on inactive status due to a reduction in force will count towards seniority after the employee has been back to work for a period of two (2) years.
4. Employees shall accrue one (1) year of seniority for each year employed (serving a minimum of 120 days during the period from July 1 to June 30 of each school year). New employees will accrue one year of seniority when they have worked 120 days in their initial 12-month period of employment.
5. No employee shall accrue more than one (1) year of seniority in any one (1) work year.

B. Equal Seniority

A tie in seniority shall occur when two (2) or more employees in the same classification have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee.

1. The employee with the earliest date of application to the school district; then
2. The employee with the earliest date of hire by the Board, then
3. By lottery, the employee whose name is drawn first will have the most seniority, etc. This procedure shall be implemented in the presence of designated union representatives.

C. Loss of Seniority

Seniority shall be lost when an employee retires or resigns, is non-renewed; is terminated for cause; or is otherwise removed from the recall list as stipulated in Article 24, Reduction In Force.

D. Posting of Seniority List

The Board will prepare and send to the LSA president a seniority list within thirty (30) days of the first day of school each year. The list will indicate by classification the date of application (for new hires after September 1, 1995), the first date worked and the date of Board hire.

The names of employees on the seniority list shall appear in seniority rank order in each classification. The name of the most senior employee shall appear at the top of the listing and the name of the least senior employee shall appear at the bottom of the listing.

E. Correction of Inaccuracies

Employees will notify the administration of any inaccuracies on the seniority list which effect their seniority. An administration representative will investigate the employees' concerns and make the necessary changes to the seniority list.

ARTICLE 18 - JOB DESCRIPTIONS

The Board will provide each employee with a job description for the position to which the employee is assigned or when hired. Each employee shall be given a revised copy of the job description when revisions are made. Any changes in job descriptions will be reviewed with the Association and distributed to the designated employees by the Association.

ARTICLE 19 - SEQUENCE OF CONTRACTS

All employees will be issued written contracts in accordance with the Ohio Revised Code and the provisions of this article. All written contracts must be signed and returned within fifteen (15) calendar days following signed receipt of the written contract by the employee. Failure to do so will be deemed a resignation by the employee.

1. Upon initial employment, an employee shall be given a one-year contract.
2. When re-employed, the employee shall be given a two-year contract.
3. When re-employed, following the two-year contract, the employee may be given a continuing contract. If the employee is advised that a continuing contract will not be offered based upon results of his/her evaluation, but he/she will be re-employed, then the employee may select a one or a two-year probationary contract. When re-employed following the one or two-year probationary contract, the employee shall be given a continuing contract.

A current employee who changes job classification (i.e., a bus driver is hired as a custodian) and who works the same number of hours or more will be paid at a step on the salary schedule which is nearest to but not less than the annual rate he/she was earning prior to the change in classification and will receive a two-year contract regardless of his/her previous contract status. An employee who changes job classification and works fewer hours will be paid at Step 2 of the new classification. When re-employed following the two-year contract, the employee may be given a continuing contract. If the employee is advised that a continuing contract will not be offered based upon results of his/her evaluation, but he/she will be re-employed then the employee may select a one or a two-year probationary contract. When re-employed following the one or two-year probationary contract the employee shall be given a continuing contract.

ARTICLE 20 - VACANCIES

- A. When a vacancy occurs in any classification in the bargaining unit, as determined by the Board, it will be posted for a period of five (5) workdays in a conspicuous place in each school office, kitchen, the maintenance office, and the bus garage and sent to the Association president.

The posting will include the job title, salary range, hours of work on the job, and will advise interested employees that a complete job description of the position is available in the Central Office.

1. In determining which applicant will be awarded a vacant position, training, experience, work record, aptitude and ability to work well with other employees with whom the applicant will have contact will be considered. If in the opinion of the superintendent two or more applicants are equally qualified under these criteria, then the most senior will be appointed.

2. No outside applicant will be hired to fill a vacancy unless the criteria in A. 1. of Article 20 has been followed.

B. New Position

New positions will be posted and awarded in accordance with Section A above.

If an employee is out sick or on vacation during the entire period of the posting, the LSA president may submit a bid for that employee on the new position.

C. When School is not in Session

Employees desiring notification of vacancies occurring during the summer must request notification prior to the end of the school year. Employees providing such request will be notified of openings in their pay envelope, as well as on the district's web page, and the minimum posting period will begin on their payday on which the posting is provided.

ARTICLE 21 - TRANSFERS

A. Definitions

1. A transfer shall be defined as a change in assignment by an employee from one bargaining unit position to another.
2. A voluntary transfer shall be defined as an employee initiated reassignment. A transfer or a change in assignment may only be requested when a position is vacant.
3. An involuntary transfer shall be defined as an employer initiated reassignment of an employee.

B. Voluntary Transfer – Employees may request transfers under the following conditions:

1. Any employee who desires a transfer for the succeeding contract year may request a transfer by stating to the assistant superintendent on the intent form the transfer sought and the reason(s) therefore. The deadline for such requests shall be March 1 of the year preceding the contract year for which the requested transfer is sought.
2. When job openings as herein defined are posted, any employee may request a transfer to the posted location by delivering in writing a request to be transferred to the assistant superintendent.
3. Voluntary transfers will be awarded in accordance with Section A. 1. Vacancies.
4. If an employee requesting a transfer is denied such transfer, upon request a meeting will be scheduled to discuss why the denial was made and suggestions for

improving future chances of receiving the transfer. The employee may have representation of their choice at this meeting.

C. Promotions

The Board and the Association recognize the desire of employees to maximize promotional opportunities within their classification and for positions outside of their classification for which the employee is qualified including an increase in hours and responsibilities.

D. Involuntary Transfer

1. Non-Emergency Transfer – Prior to effecting any non-emergency transfer, the employee so affected shall be notified in person and in writing of the impending transfer, the reason therefore, and the anticipated date of transfer. Should the employee determine to do so, he/she may, in writing, request that the Superintendent review the decision to transfer.
2. Emergency Transfer – In an emergency, as determined by the administration, an involuntary transfer may be made without prior notification, provided, however, the employee so transferred shall be entitled within three (3) working days following the transfer to a written explanation for the transfer. Within three (3) working days following receipt of the written explanation, the transferred employee shall have the right to request in writing that the superintendent review the transfer.

ARTICLE 22- -EVALUATION OF EMPLOYEES

A. Purpose of Evaluation

1. To facilitate and improve communication and understanding among administration, supervisors, and employees.
2. To stimulate, through accountability, a search for a better understanding of the scope of one's duties and responsibilities.
3. To provide an opportunity for each employee to periodically assess his/her performance.
4. To provide assistance which the employee may need for self-improvement and growth.
5. To determine dimensions of deficiency if performance falls below a satisfactory level with goals and objectives set forth by the evaluator.

B. Criteria

1. To be evaluated: a) all employees returning from a leave of absence for one year or more, b) all first year employees, c) all employees eligible for a new contract, d) all employees once every three (3) years, and e) any employee may be appraised upon the request by the employee, the assistant superintendent, or superintendent of schools.
2. Evaluation will be completed at the end of the first ninety (90) days of employment for probationary employees, and by March 1 of each year, for all employees that are evaluated. This may be the second evaluation of the year for first-year employees.
3. The evaluator will rate the employees on the basis of work performance, abilities, and attitudes. The evaluator will also submit his/her recommendation regarding continued employment of the employee. Building administrators' input will be requested.
4. After completing the evaluation form, the evaluator will:
 - a. Conduct a conference with the employee.
 - b. Discuss with the employee:
 - 1) The reasons for the performance evaluation.
 - 2) The areas where work performance should be improved.
 - c. Allow the employee up to five (5) workdays to respond on the evaluation to items marked on the evaluation.
5. The evaluator and the employee will sign the evaluation form at the close of the conference. The signature of the employee does not necessarily indicate agreement with the evaluation.
6. A copy of the complete evaluation form Appendix D will be included in the employee's personnel file.
7. An evaluator may only be an administrator in the district or the employee's supervisor.

ARTICLE 23 - PERSONNEL FILES

A. Maintenance of One

Only one official personnel file shall be maintained for each employee. All file entries shall be signed and dated by the supervisor submitting the entry and the bargaining unit member who may receive a copy upon request when the entry is made. The file shall contain a record of those who reviewed the file and the date of the review.

B. File Contents

The file shall be limited to work performance, discipline, and routine personnel data. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file.

C. Review of File

The employee shall be permitted to review the contents of the employee's file at all reasonable times and may be accompanied by a union representative. In addition, the employee may permit, by written notice, a union representative to review the employee's file. Access to the file shall be in accordance with 1347 ORC and 149.43 ORC.

D. Employee's Right to Respond

The employee shall have the right to rebut or add written comments to any information in the file.

E. Expungement of File

All disciplinary documents placed in the file shall automatically be expunged three (3) years from the date of filing provided the employee has not been guilty of the same infraction within that time period. If the employee is guilty of the same infraction within the three (3) year period, all information pertaining to the infraction involved shall remain in the employee's file until three (3) years have passed since the most recent occurrence.

ARTICLE 24 - REDUCTION IN FORCE (RIF)

A. Reduction in Force

1. All bargaining unit classifications and positions shall be filled by employees of the Board.
2. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:
 - a. custodians
 - b. maintenance employees (buildings)
 - c. maintenance employees (transportation)
 - d. cafeteria employees

- e. educational aides
 - f. secretaries
 - g. bus drivers
 - h. multi-handicap aide
 - i. handicap bus aide
3. When it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff.
 4. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.
 5. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on limited contracts shall be laid off before any employee in that classification with a continuing contract is laid off.
 6. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education, computed from the first date of work. If two or more employees have equal seniority, the date of hire shall be used to determine layoff with those being employed last, laid off first. If two or more were employed on the same date, the date on their last application for employment shall be used to determine layoff with those applying last being laid off first.
 7. Thirty days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place, a list containing the name, seniority dates, and classifications of those employees to be laid off. Each employee to be laid off and the Association president shall be given advance written notice of the layoff including the following:
 - a. Reasons for the layoff or reduction.
 - b. The effective date of layoff.
 - c. A statement advising the employee of their rights of reinstatement from the layoff.
 8. The Board shall prepare and post reinstatement lists by classification, showing the names of those who have been laid off in each department. Names shall be listed according to seniority with the person having greatest seniority being listed first.
 9. Vacancies which occur in any department shall be first offered to the person standing highest on the department list. This person shall have five (5) working

days to accept or decline in writing. If this person declines or fails to accept the position within the time limit given, the position will be offered to the next person on the list.

Any employee who declines reinstatement or fails to respond as above shall be removed from the reinstatement list.

No new persons shall be employed for a department until all persons on that department list have been given the opportunity to be reinstated.

10. An employee's reinstatement rights as listed above, shall expire thirty six (36) months from the date of layoff. At that time his name shall be removed from the list and he shall not be contacted for recall.

ARTICLE 25 - SCHOOL CALENDAR/WORK SCHEDULES

The superintendent or his designee may meet with Association representatives upon request for the purpose of receiving employee input on the school calendar and summer work schedule prior to implementation of such calendar or schedule.

ARTICLE 26 - DEFINITIONS

- A. Full-time employees are those employees contracted to work no less than 182 days (excluding paid holidays) and work thirty-five (35) hours or more per week.
- B. Part-time employees contracted to work less than 182 days (excluding paid holidays) per year or less than thirty-five (35) hours per week.
- C. Casual employees shall include substitutes working in the same position for the same individual for less than sixty (60) days, individuals hired to work as summer help (June-August), and persons assigned by courts or social agencies.
- D. Wherever in the agreement or salary schedule the date of September 1 is used it shall be understood to mean the first day of responsibility in an employee's individual contract if that date is not September 1.
- E. School year shall mean the days of student attendance.
- F. Educational assistants shall mean educational aides as defined in Ohio Revised Code.
- G. Temporary employees are employees who are employed as substitutes on a short-term basis for an assignment by the Board that will have a duration of less than sixty consecutive workdays in the same position for the same person. Beyond the sixty (60) days he/she will

receive a contract with pay based on where they fall in Appendix "A" and is entitled to all benefits and rights under this agreement including the reduction in force provisions.

ARTICLE 27 - CONTRARY TO LAW

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

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

ARTICLE 28 - UNIFORMS

The Board will pay for expenditures of the cafeteria employee's work uniform.

Payment for the uniform allowance shall not exceed one hundred twenty-five dollars (\$125.00) one time per year. The year shall be September 1 through August 31. Cafeteria employees' receipts must be submitted by November 1 to the food service supervisor.

Any mandatory printing, logos, or embroidery shall be at the expense of the food service department.

The wearing of these shirts will be mandatory while performing contracted duties during the school year.

Custodial/Maintenance

The Board will pay for expenditures of the custodial and maintenance work shirts.

Payment for the uniform shirt (purple, gold, or white solid color polo/golf shirt) shall not exceed one hundred twenty-five dollars (\$125.00) one time per year. The year shall be September 1 through August 31. Custodial, maintenance and mechanic employees' receipts must be submitted by November 1 to their immediate supervisor.

Any mandatory printing, logos, or embroidery shall be at the expense of the district.

The wearing of these shirts will be mandatory while performing contracted duties during the school year. All shirts shall be tucked in with all except the top button buttoned.

Employees' receipts must be submitted by November 1 to their immediate supervisor.

Employee Identification

All classified employees not required to wear uniforms shall be required to wear a Lexington Local Schools photo identification badge. This badge shall be worn clearly visible during work hours on the front of the employees' shirt. The photo identification badge shall be provided by the Board of Education. All classified staff shall be issued badges for identification purposes.

ARTICLE 29 - EMPLOYEE DISCIPLINE

No employee shall be reprimanded, suspended, or terminated without just cause.

A. Steps for Employee Discipline

It is important to all parties that employees perform as expected, and that an employee discipline plan be clear and consistent. The steps of employee discipline are:

Oral Reprimand
Written Reprimand
Suspension Termination

Nothing herein shall preclude the Administration from issuing more than one (1) oral or written reprimand, or with beginning any level of discipline based upon the severity of the offense.

B. Areas of Discipline

The Administration may take disciplinary action against any bargaining unit member for improper conduct related to his/her duties as an employee of the Lexington Local Schools.

C. Definition of Due Process

Due process for suspension without pay or termination shall include:

1. Written notice of the nature of the offense.
2. Opportunity for the member of the bargaining unit to have a conference with the immediate supervisor.
3. Opportunity for a hearing before the Superintendent.
4. Right of representation at such hearing by an individual of his or her choice, and union representation when that individual is not a representative.

5. Written disposition by the Assistant Superintendent/Superintendent within five (5) workdays of the date of the conference.
6. Suspensions and terminations may be reviewed through the grievance procedure and shall be filed at Step 4, Arbitration, within fourteen (14) days of the Assistant Superintendent/Superintendent's decision.

D. Files

After two (2) years, a written reprimand on file shall not be the basis of future disciplinary action provided there has been no further reoccurrence of the offense in the subsequent two (2) years and depending on the severity of the offense.

E. Oral Reprimand Procedure – Supervisor, Assistant Superintendent, Superintendent

- Review of request, rule, order, or regulation will be made which is the basis for the disciplinary action.
- The action or failure on the employee's behalf to comply with (1) above will be stated.
- It will be stated that an oral reprimand or warning is being issued.
- The expectation of the employee will be emphasized.
- Help will be offered.
- It will be understood that failure to comply will warrant further disciplinary action.
- A written note or anecdotal record will be made of date, time, and action on appropriate form and signed by the employee and administrator.

F. Written Reprimand Procedure – Supervisor, Assistant Superintendent, Superintendent

- Specific facts, such as date, time and place, witnesses to, and actions of the individual will be stated.
- The regulation, rule, conduct, procedure, or order violated or breached will be given.
- Previous oral reprimands or warnings will be outlined.
- It will be stated that this is a written reprimand.
- The employee will be given another opportunity to improve.

- It will be stated that, if the employee does not improve, he/she will be subject to further disciplinary action.
- A copy will be given to the individual in person and a copy placed in his/her file. G. Suspension

A bargaining unit member may be suspended from his or her duties without pay for a maximum of ten (10) days per school year upon a determination by the Assistant Superintendent or Superintendent. No suspension shall be imposed without due process as described in Paragraph C.

H. Termination- Superintendent

A bargaining unit member may be terminated from his or her duties. No termination shall be imposed without due process as described in Paragraph C.

ARTICLE 30 - EFFECTS AND DURATION OF CONTRACT

- A. The terms of the contract shall be effective from September 1, 2012 through August 31, 2014.
- B. The negotiated agreement along with all articles and salary schedules will be printed in sufficient quantities that all employees may have copies. Printing shall be shared by the Association and the Board and the Association will handle distribution to members of the bargaining unit.
- C. Should there be a conflict between this contract and any such policy or practice, then the terms of this contract shall prevail.
- D. This contract may be amended or provisions altered only by the mutual consent of the Board and Association in accordance with the in-term bargaining procedure if any agreed to between the parties and if no such procedure exists in accordance with law.
- E. The Board and Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.
- F. In the event any clause(s) of this contract is found to be in violation of law, said clause(s) only shall be reopened for negotiations within ten (10) days by demand of either party. Such renegotiations shall otherwise conform to the in-term negotiations procedure of this agreement and if no such procedure exists, in accordance with law.

FOR THE
LEXINGTON SUPPORT ASSOCIATION

LEXINGTON BOARD OF EDUCATION

President Date

Board of Education Date

Negotiations Team Member

Superintendent

Negotiations Team Member

Treasurer

APPENDIX A

- A. Salary schedule will be effective to September 1, 2014. (Wherever in the negotiated agreement or salary schedule the date of September 1 is used, it shall be understood to mean the first day of responsibility in an employee's new contract year, if that date is not September 1.)
- B. Limit of liability insurance for employees is \$1,000,000.00 each occurrence; \$3,000,000.00 annual aggregate for school district.
- C. Salary schedule beginning September 1, 2012 and ending August 31, 2014 is as follows:
Wages and Other Compensation

Index changes for supervisors (cafeteria) elementary and head cashier, cafeteria general help, and cafeteria first cook.

The indexes for the above listed job descriptions will increase 1% a year until the steps are equal to the other indexes in this agreement.

Base Increases

The base wage for each job description shall increase by zero percent (0%) over the 2011-2012 wages effective September 1, 2012

All steps are to be reinstated at the FY'12 level and shall continue throughout the term of the agreement.

BUS DRIVER PERSONNEL

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	14.138	10,801	14.138	10,801
1	1.09	15.410	11,773	15.410	11,773
2	1.19	16.824	12,854	16.824	12,854
3	1.28	18.097	13,826	18.097	13,826
8	1.32	18.662	14,258	18.662	14,258
13	1.35	19.086	14,582	19.086	14,582
18	1.39	19.652	15,014	19.652	15,014
24	1.42	20.076	15,338	20.076	15,338

BUS DRIVER PERSONNEL

- (A) Full-time (4 - 6 hours per day) – 1152 hours maximum per year – 192 days
- (B) Half-time (2 hours per day) – 384 hours per year – 192 days
- (C) Number of days worked yearly – including 11 paid holidays
- (D) Bus Driver Trainer – See Appendix J
- (E) Kindergarten (1 - 2) hours per day minimum up to 384 hours per year (192 days). Kindergarten bus drivers hours shall count towards the total hours driven, and those drivers will receive the benefits allotted under the terms of the negotiated agreement.
- (F) Field Trip Rate - The rate of pay for field trips shall be \$11.91/hour for 2009-10 and will increase each year thereafter at the percentage of the base wage increase for bus drivers.

EMPLOYEES PLEASE NOTE: This salary schedule does not reflect the inclusion of President's Day. Payment for the day will be done following the determination of whether or not the day will be used as a make-up day.

CUSTODIAL PERSONNEL

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	12.587	26,282	12.587	26,282
1	1.09	13.720	28,647	13.720	28,647
2	1.19	14.979	31,276	14.979	31,276
3	1.28	16.111	33,640	16.111	33,640
8	1.32	16.615	34,692	16.615	34,692
13	1.35	16.992	35,479	16.992	35,479
18	1.39	17.496	36,532	17.496	36,532
24	1.42	17.874	37,321	17.874	37,321

CUSTODIAL PERSONNEL

- (A) Eight (8) hours to be worked daily
- (B) 12 month (261 day employee) – 2088 hours per year
- (C) Number of days worked yearly – including 12 paid holidays

EMPLOYEES PLEASE NOTE: This salary does not reflect the inclusion of President's Day. Payment for the day will be done following the determination of whether or not the day will be used as a make-up day.

EDUCATIONAL ASSISTANT, MULTI HANDICAP AIDE & HANDICAP BUS AIDE

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	10.428	14,015	10.428	14,015
1	1.09	11.367	15,277	11.367	15,277
2	1.19	12.409	16,678	12.409	16,678
3	1.28	13.348	17,940	13.348	17,940
8	1.32	13.765	18,500	13.765	18,500
13	1.35	14.078	18,921	14.078	18,921
18	1.39	14.495	19,481	14.495	19,481
24	1.42	14.808	19,902	14.808	19,902

EDUCATIONAL AIDE

- (A) Two (2) to seven (7) hours to be worked daily
- (B) 193 day employee – 1351 hours per year
- (C) Number of days worked yearly – including 11 paid holidays
- (D) Library Aides – 5% (6% after 3 years and 7% after 6 years) annually on base salary

MULTI-HANDICAP AIDE

- (A) Two (2) to seven (7) hours to be worked daily
- (B) 193 days employed 1351 hours per year maximum
- (C) Number of days worked yearly, including 11 holidays
- (D) Multi-handicap Aides – 5% (6% after 3 years and 7% after 6 years) annually on base salary

HANDICAP BUS AIDE

- (A) Two (2) to six (6) hours to be worked daily
- (B) 192 day employee – 1152 hours per year maximum
- (C) Number of days worked yearly, including 11 holidays
- (E) Multi-handicap Aides – 5% (6% after 3 years and 7% after 6 years) annually on base salary

EMPLOYEES PLEASE NOTE: This salary schedule does not reflect the inclusion of President’s Day. Payment for the day will be done following the determination of whether or not the day will be used as a make-up day.

MAINTENANCE PERSONNEL AND BUS MECHANIC

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	14.221	29,693	14.221	29,693
1	1.09	15.501	32,366	15.501	32,366
2	1.19	16.923	35,335	16.923	35,335
3	1.28	18.203	38,008	18.203	38,008
8	1.32	18.772	39,196	18.772	39,196
13	1.35	19.198	40,085	19.198	40,085
18	1.39	19.767	41,273	19.767	41,273
24	1.42	20.194	42,165	20.194	42,165

MAINTENANCE PERSONNEL & BUS MECHANIC

- (A) Eight (8) hours to be worked daily
- (B) 12 month (261 day employee) – 2088 hours per year
- (C) Number of days worked yearly – including 12 paid holidays
- (D) Qualified skilled maintenance personnel – 5% on base (6% after 3 years and 7% after 6 years on base)

SUPERVISORS (CAFETERIA) JUNIOR HIGH & HIGH SCHOOL

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	14.793	16,953	14.793	16,953
1	1.09	16.124	18,478	16.124	18,478
2	1.19	17.604	20,174	17.604	20,174
3	1.28	18.935	21,700	18.935	21,700
8	1.32	19.527	22,378	19.527	22,378
13	1.35	19.971	22,887	19.971	22,887
18	1.39	20.562	23,564	20.562	23,564
24	1.42	21.006	24,073	21.006	24,073

EMPLOYEES PLEASE NOTE: This salary schedule does not reflect the inclusion of President’s Day. Payment for the day will be done following the determination of whether or not the day will be used as a make-up day.

SUPERVISORS (CAFETERIA) ELEMENTARY & HEAD CASHIER

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	14.670	16,812	14.670	16,812
1	1.09	15.990	18,325	15.990	18,325
2	1.19	17.457	20,006	17.457	20,006
3	1.28	18.778	21,520	18.778	21,520
8	1.32	19.364	22,191	19.364	22,191
13	1.35	19.805	22,697	19.805	22,697
18	1.39	20.391	23,368	20.391	23,368
24	1.42	20.831	23,872	20.831	23,872

SUPERVISOR PERSONNEL/HEAD CASHIER

- (A) Two (2) to six (6) hours to be worked daily
- (B) 192 days of employment – 1152 hours per year
- (C) Number of days worked yearly – including 11 paid holidays
- (D) When an additional hour is needed by a Kitchen Supervisor or Head Cashier, the Food Service Director is to be contacted in advance. Upon approval by the Food Service Director and the work done on sight, the additional hour shall be paid.

FIRST COOK

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	12.353	14,157	12.353	14,157
1	1.09	13.465	15,431	13.465	15,431
2	1.19	14.700	16,846	14.700	16,846
3	1.28	15.812	18,121	15.812	18,121
8	1.32	16.306	18,687	16.306	18,687
13	1.35	16.677	19,112	16.677	19,112
18	1.39	17.171	19,678	17.171	19,678
24	1.42	17.542	20,103	17.542	20,103

EMPLOYEES PLEASE NOTE: This salary schedule does not reflect the inclusion of President’s Day. Payment for the day will be done following the determination of whether or not the day will be used as a make-up day.

CAFETERIA GENERAL HELP

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	10.124	11,602	10.124	11,602
1	1.09	11.035	12,646	11.035	12,646
2	1.19	12.048	13,807	12.048	13,807
3	1.28	12.959	14,851	12.959	14,851
8	1.32	13.364	15,315	13.364	15,315
13	1.35	13.668	15,663	13.668	15,663
18	1.39	14.072	16,127	14.072	16,127
24	1.42	14.376	16,475	14.376	16,475

CAFETERIA PERSONNEL

- (A) Two (2) to six (6) hours to be worked daily
- (B) 192 days of employment – 1152 hours per year
- (C) Number of days worked yearly – including 11 paid holidays
- (D) Main Cashiers – 5% (6% after 3 years and 7% after 6 years) annually on base salary of general help. (The one who is required to do additional paperwork at home.)

EMPLOYEES PLEASE NOTE: This salary schedule does not reflect the inclusion of President's Day. Payment for the day will be done following the determination of whether or not the day will be used as a make-up day.

10 MONTH SECRETARY

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	13.899	20,529	13.899	20,529
1	1.09	15.150	22,377	15.150	22,377
2	1.19	16.540	24,430	16.540	24,430
3	1.28	17.791	26,277	17.791	26,277
8	1.32	18.347	27,099	18.347	27,099
13	1.35	18.764	27,714	18.764	27,714
18	1.39	19.320	28,536	19.320	28,536
24	1.42	19.737	29,152	19.737	29,152

ELEMENTARY SECRETARY/JUNIOR HIGH GUIDANCE SECRETARY

- (A) Seven (7) hours to be worked daily
- (B) 10 month (212 day employee) – 1484 hours per year
- (C) Number of days worked yearly – including 11 paid holidays

10 ½ MONTH SECRETARY

Exp.	Index	9/1/2012	SY 12/13	9/1/2013	SY 13/14
		HOURLY	YEARLY	HOURLY	YEARLY
0	1.00	13.899	21,502	13.899	21,502
1	1.09	15.150	23,437	15.150	23,437
2	1.19	16.540	25,587	16.540	25,587
3	1.28	17.791	27,523	17.791	27,523
8	1.31	18.208	28,168	18.208	28,168
13	1.35	18.764	29,028	18.764	29,028
18	1.39	19.320	29,888	19.320	29,888
24	1.42	19.737	30,533	19.737	30,533

HIGH SCHOOL/JUNIOR HIGH SECRETARY

- (A) Seven (7) hours to be worked daily
- (B) 10-1/2 month (222 day employee) – 1554 hours per year
- (C) Number of days worked yearly – including 11 paid holidays

EMPLOYEES PLEASE NOTE: This salary schedule does not reflect the inclusion of President's Day. Payment for the day will be done following the determination of whether or not the day will be used as a make-up day.

LEXINGTON LOCAL SCHOOLS

Sick Leave Report

Employer's Name _____

Date _____

School Assigned _____

The undersigned used sick leave as provided in Revised Code 3319.141

on the following dates: _____

Signature of Employee

PERSONAL LEAVE REQUEST

I do hereby make application for personal leave in accordance with the policy as printed on the back of this form. I have read, understand and will comply with all rules as a condition for approval of this request.

Signature of Applicant

Building or Department Assignment

Date of Application

Personal Leave requested on _____ Date _____

Reason for request:

_____ Family matters

_____ Personal business

_____ Financial business

_____ Legal matters

_____ Others, with the approval of the Assistant Superintendent (explain)

DO NOT WRITE BELOW LINE

_____ REQUEST APPROVED - contact your supervisor to arrange for a substitute.

_____ REQUEST DENIED - please call, if you have any questions

Signature of Assistant Superintendent

Date

Copies to: Employee
The Board of Education for evaluation
The LSA President
The Director of the Department or Building Principal

(CONFIDENTIAL)

LEXINGTON LOCAL SCHOOLS
LEXINGTON, OHIO
CLASSIFIED PERFORMANCE EVALUATION

APPENDIX D
(CONFIDENTIAL)

NAME _____

DATE _____

POSITION _____

EVALUATION PERIOD _____

CODE: SUCCESSFUL(S), SHOWS GROWTH (G), NEEDS TRAINING (NT), NEEDS IMPROVEMENT (NI), UNSUCCESSFUL (U), NOT OBSERVED (O), NOT APPLICABLE (NA)

1. Maintains a well-groomed appearance _____
2. Dresses appropriately for employment requirements _____
3. Controls emotions _____
4. Maintains a pleasing personality and well-poised manner _____
5. Uses discretion when discussing school system and employees _____
6. Cooperates fully with administrator(s) and supervisor(s) _____
7. Maintains good relationships with fellow employees _____
8. Maintains good relationships with teachers _____
9. Maintains good relationships with students _____
10. Job Description – Performance Skills _____
11. Job Description – Compliance with Work Orders _____
12. Follows Instructions _____
13. Reports to work regularly _____
14. Reports to work punctually _____
15. Complies with Administrative Regulations, Procedures, Directives, and Requests

COMMENTS:

ACTION PLAN

THE FOLLOWING IS A PLAN FOR PERFORMANCE GROWTH. THE EMPLOYEE IS EXPECTED TO COMPLETE THIS PLAN WHICH WILL RESULT IN A CONTINUED MOVE TOWARD EXCELLENCE.

- A. SPECIFIC RECOMMENDATIONS FOR ACTION:

- B. STRATEGIES SUGGESTED FOR ACTION:

- C. SPECIFIC AREAS OF COMMENDATION:

- D. ADDITIONAL COMMENTS WHICH WOULD BE HELPFUL:

- E. EVALUATEE COMMENTS:

(Evaluator's Signature)

Date

(Employee's Signature)

Date

I CERTIFY THAT THIS REPORT HAS BEEN DISCUSSED WITH ME. I understand my signature does not necessarily indicate agreement.

GRIEVANCE FORM

Grievance # _____

Name of Grievant _____

Building _____

Date of Informal Discussion _____

A. Date of Occurrence _____

B. Statement of Grievance

C. Relief Sought

Signature of Aggrieved

Date

Signature of Association President

Date

STEP ONE
(Assistant Superintendent)

Assistant Superintendent _____

Date Filed _____

Disposition of Assistant Superintendent:

Signature of Assistant Superintendent

Date

STEP TWO
(Board of Education)

Position of Aggrieved and/or Association:

Signature of Aggrieved

Date

Signature of Association President

Date

Disposition of the Board:

Signature of Board President

Date

STEP THREE
(Arbitration)

Position of Aggrieved or Association:

Signature of Aggrieved

Date

Signature of Association President

Date

EMERGENCY SECURITY PROGRAM
(SICK LEAVE POOL)
OPEN ENROLLMENT FORM

The Lexington School System works with the LSA to monitor their classified employees' sick leave pool. In order to initially participate in the Program, YOU must donate one (1) sick leave day to the pool by September 25 of the contract year or for new employees, within fifteen (15) days of your hiring date by the Board. Once this day has been donated it will remain part of the pool. Should the pool be depleted to an amount specified in the contract, each pool member will be asked to donate an additional day. Should you refuse to donate the additional day, you will be removed from the pool until the next open enrollment period. You will be given another chance at the open enrollment period, which is at the beginning of the contract year (9/1 of each year) to decide:

- 1. To enter the pool;
- 2. To withdraw from the pool;
- 3. To donate an additional day.

If you have any questions, contact your LSA president or the treasurer's office. Thanks for your cooperation.

Please select one (1) of the following choices, but only one!

Return this form to the LSA president by September 25.

The treasurer's office must have these forms by September 30.

_____ I wish to become a new member of the pool. Please deduct a sick leave day from me for the pool.

_____ I wish to withdraw my name from the pool.

_____ I want to donate an additional day (only if the pool is depleted).

(Name of employee)

(Date)

(LSA president)

(Date)

SICK LEAVE POOL
ASSISTANCE FORM

I, _____, being a member of the LSA sick leave pool wish to apply for assistance from the pool beginning on _____ and continuing until _____, not to exceed 30 days. I know that I need to meet all of the requirements in Article 15, Section H, of the LSA contract.

The LSA president will immediately turn in a copy of this form to the treasurer's office to start the assistance from the sick leave pool.

I will bring to the LSA president a return to work form from my doctor that will stop the assistance of the sick leave pool if under 30 days.

The LSA president will turn in a copy of the doctor's return to work form to the treasurer's office to stop the assistance on the date stated by the doctor. In no case will the assistance exceed the limits of the LSA contract.

Signature of member

Date

If unable to sign, a responsible person may fill out this form, print member's name, and sign their name on the following line.

_____ Date _____

Form must be signed by LSA president and the treasurer's office.

_____ Date _____

_____ Date _____

<u>Voucher Day</u> . (floating day for which employees have done work on their own time.	Staff selection and initials	Adm. Agreement and initials
Day before “All Staff Day”		
Day after “All Staff Day”		
Fall Conference Night		
Spring Conference Night		
Last workday of school		

Staff Signature

Administrator Signature

Directions: Employee will complete form by first week of school. Administrator will review and initial employee selection. Employee and administrator must meet if there is disagreement over dates employee selects. Employee needs to select 3 of the 6 options in order to meet their contractual requirement. Form should be forwarded to Treasurer’s Office. It cannot be decided mutually, the Superintendent will decide.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LEXINGTON SUPPORT ASSOCIATION
AND THE
LEXINGTON BOARD OF EDUCATION

The Lexington Support Association and the Lexington Board of Education recognize that there are certain matters that are necessary for clarification regarding the terms and conditions of employment for the bus trainer position.

Therefore, the parties agree as follows:

1. The bus trainer will be paid his/her hourly rate for the training of new drivers as well as those being re-certified.
2. For new trainees, the trainer will be paid a maximum of fifty (50) hours of instructional time per training session.
3. For those being re-certified, the trainer will be paid up to a maximum of twenty (20) hours per training session (one session per year).
4. The trainer will certify his/her hours with the director of transportation at the end of each session.
5. The director will submit the hours to the clerk/treasurer's office for payment.
6. The director of transportation and the Assistant Superintendent will select the bus driver trainer from those who show an interest and have the proper certification qualifying them as a trainer.
7. If more than one candidate is qualified, then the most senior candidate shall be selected.

For the Lexington Support Association

For the Lexington Local
Board of Education

MEMORANDUM OF UNDERSTANDING

BETWEEN

LEXINGTON SUPPORT ASSOCIATION

AND

LEXINGTON BOARD OF EDUCATION

Pre-School Bus Driver Route

The Lexington Support Association and the Lexington Board of Education agree that there are certain matters that are necessary for clarification regarding the terms and conditions of employment for the pre-school bus driver route position.

Therefore, the parties agree as follows:

1. For the 2005-06 school year, the pre-school bus driver route position shall be established as a three-hour route.
2. By mid-August of 2006, the administration will review the status of the route to determine whether or not the amount of time needs to be increased. If adjustments are to be made, they will begin with the start of the 2006-07 school year.
3. The establishment of this three-hour route shall not be precedent setting in the Transportation Department.

For the Association

For the Board

LEXINGTON LOCAL SCHOOL DISTRICT

ASSAULT LEAVE

NAME _____ DATE _____

SCHOOL OR DEPARTMENT _____

Assault leave has been taken in accordance with the Ohio Revised Code (ORC) 3319.143 and Article 15, Section E of the Negotiated Agreement between the Lexington Local Board of Education and the Lexington Support Association.

_____ day(s) of assault leave was/were taken beginning at
_____ / _____ / _____ 20_____ and ending
Time Day Month Year
at _____ / on _____ / _____ 20_____.
Time Day Month Year

Medical attention _____ required.
was/was not

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

Name of Physician _____

Office Address _____

Applicant's Signature

Principal

Superintendent

The applicant is advised that such payment will not be made unless the provisions of Article 15 (E) are complied with. The applicant is further advised that a written report of the incident must be prepared and presented to the building principal or immediate supervisor as soon as possible.

APPENDIX M

***Lexington Local School District
Summary of Insurance Specifications***

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$100/\$200	\$200/\$400
Out-of-Pocket Limit (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • routine and non-routine mammograms (regardless of outpatient setting) • diabetic education (regardless of outpatient setting) • certain medical nutritional therapy (regardless of outpatient setting) • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds 	\$10/\$10 \$5 No copayment/coinsurance \$10 \$10 \$10 No copayment/coinsurance	20% 20% 20% 20% 20% Not Covered 20%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual Diabetic eye exam, Routine Vision and Hearing exams <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility 	\$10/\$10 No copayment/coinsurance	20% 20%
Emergency and Urgent Care <ul style="list-style-type: none"> • Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) • Urgent Care Center Services 	\$50 \$35	\$50 \$35
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	No copayment/coinsurance	20%

APPENDIX M (Cont'd)

Covered Benefits	Network	Non-Network
<p>Non-biologically Based Mental Illness and Substance Abuse² (limits and maximums apply)</p> <ul style="list-style-type: none"> • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility <p>Inpatient: 20 Network days (includes inpatient mental health Non-Network)</p> <p>Outpatient: 30 Network visits 10 Non-Network mental health visits Combined Inpatient and outpatient substance abuse \$550 Non-Network</p> <p><i>(Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)</i></p> <p>Biologically Based Mental Illnesses paid same as any other illness.</p>	<p>No copayment/coinsurance</p> <p>\$10/\$10</p> <p>No copayment/coinsurance</p>	<p>20%</p> <p>20%</p> <p>20%</p>
<p>Human Organ and Tissue Transplants³ • Acquisition and transplant procedures, harvest and storage.</p>	<p>No copayment/coinsurance</p>	<p>50%</p>
<p>Prescription Drugs⁴ Network Tier structure equals 1/2/3 (and 4, if applicable)</p> <ul style="list-style-type: none"> • Network Retail Pharmacies: (30-day supply) Includes diabetic test strip • Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip <p>Medicare Rx – Wrap</p> <p>Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.</p>	<p>\$8/\$15/\$25</p> <p>\$16/\$30/\$50</p>	<p>50%, min \$30⁵</p> <p>Not covered</p>
<p>Lifetime Maximum (Combined Network and Non-network)⁶</p>	<p>\$2 million</p>	<p>\$2 million</p>

Notes:

- *Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.*
- *Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.*
- *Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.*
- *Dependent Age: to the end of the calendar year which the child attains age 19; or to the end of the calendar year which the child attains age 25 if the child qualifies as a full-time student.*
- *Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.*
- *Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.*

APPENDIX M (Cont'd)

- *No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.*
- *PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.*
- *SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.*
- *Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.*
- *Benefit period = calendar*

year

¹*These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.*

²*We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.*

³*Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*

⁴*If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out-of-pocket maximum applies to Network Retail and Mail-Service combined.*

⁵*Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.*

⁶*Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.*

Precertification:

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

Pre-existing Exclusion Period does not apply.

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

FOR THE
LEXINGTON SUPPORT ASSOCIATION

Juryla D. Chalk 11-29-12
President Date

Bud Davis
Negotiations Team Member

Betty J. Logan
Negotiations Team Member

LEXINGTON BOARD OF EDUCATION

[Signature] 11-20-12
Board of Education Date

Mina Zupko 11-20-12
Superintendent

Christina Bennett
Treasurer