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MASTER CONTRACT

**LOWELLVILLE LOCAL
BOARD OF EDUCATION**

and the

LOWELLVILLE EDUCATION ASSOCIATION

September 1, 2013 - August 31, 2016

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ARTICLE I

RECOGNITION

1.01 Recognition of Association

The Lowellville Board of Education, hereinafter referred to as the Board, recognizes the Lowellville Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative of all the non-administrative certificated/licensed personnel employed under a regular teaching contract. All other employees and positions in the school district are excluded from the bargaining unit.

1.02 Tutors

Regularly employed, hourly paid in-school tutors are also included in the bargaining unit, with the express understanding that tutors are paid on an hourly basis as needed and not in accordance with the salary schedule included in this collective bargaining agreement.

1.021 Compensation

The hourly rate for tutors shall be Eighteen Dollars and Three Cents (\$18.03) for the 2013-2014 school year, Eighteen Dollars and Twelve Cents (\$18.12) for the 2014-2015 school year and Eighteen Dollars and Twenty One Cent (\$18.21) for the 2015-2016 school year. Any increase shall be commensurate with the percentage increase at the BA-0 step.

1.022 Sick Leave

Tutors shall be entitled to sick leave in accordance with provisions outlined in this Agreement if employed full time. Full time shall mean a person who works five (5) periods per day. If employed less than full time, tutors shall receive a pro-rata amount of sick leave commensurate with the time worked.

1.023 Personal Leave

Tutors shall be entitled to three (3) personal days if employed full time. If employed less than full time,

tutors shall receive a pro-rata amount of personal leave commensurate with the time worked. All personal days are on a per school year basis and unused personal days may be converted to sick days up to the maximum amount allowed in the Agreement.

1.024 Insurance Fringe Benefits

Tutors are eligible for single insurance fringe benefits specified in this Agreement if employed full time. If employed less than full time, tutors shall receive a pro-rata amount of single insurance fringe benefits commensurate with the time worked.

1.025 Employment Contract

Tutors are eligible for one-year employment contracts only. They are not eligible for multiple-year contracts or continuing contracts. It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation and duration of contract addressed in the Ohio Revised Code including, but not limited to, O.R.C. 3319.08, 3319.11 and 3319.111.

1.026 Work Hours

Tutors shall not have their hours arbitrarily or capriciously reduced.

1.027 Restrictions

Tutors are entitled to the specific rights delineated in this Article and all other rights of other bargaining unit members not limited by this Article. Tutors are also bound by any and all restrictions to those rights which apply to other members of the bargaining unit except as specifically provided for in this Article.

1.028 Posting and Application Rights

Tutors shall be mailed notification of vacancies at the same time as other members of the bargaining unit during the weeks school is not in session.

When filling the classification of classroom teacher, the applicant for the position described above will be granted the following: The tutor will be given priority consideration for placement over outside applicants. They must be granted an interview, if interviews are given. This shall not require the Board of Education to fill the vacancy with such applicants.

1.029 Bumping Rights

Tutors may not bump into the classification of classroom teachers, and classroom teachers may not bump into the classification of tutors. However, tutors shall accrue seniority on a districtwide basis.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 Request for Negotiations

Not earlier than one hundred twenty (120) days nor later than ninety (90) days before the contract expires, either party may notify the other of a desire to commence bargaining. Such notification shall be in writing. It shall be directed to the Superintendent, if from the Association, and to the Association President, if from the Board.

2.02 Exchange of Proposals

1. Within thirty (30) calendar days after such notice, the initial meeting will be held for the purpose of the parties to submit in writing all of their proposals for negotiations. The parties may not submit additional items except with the consent of the other party. Original proposals shall be in writing in language suitable for inclusion in the Agreement.
2. Meetings shall be held in private and at a time and place mutually agreed to by the parties.
3. When it is mutually agreed that a negotiations session shall take place during the school day, Association

team members shall be released from regular duties during the session.

2.03 Composition of the Negotiating Team

The negotiating teams shall consist of not more than five representatives or designees of the Association and five representatives or designees of the Board.

Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counterproposals and indicate tentative agreement on behalf of the parties.

2.04 Exchange of Information and Views

Each party shall inform their respective constituents that interim reports concerning the progress of negotiations are confidential to those constituents.

By mutual consent, joint ad hoc study committees may be appointed to research, study, and develop reports and recommendations relative to matters under consideration. The committee shall operate under the procedures approved by the parties involved and shall report all of their findings directly to them.

2.05 Subjects of Negotiations

The subjects of negotiations shall be limited to salary, fringe benefits, and terms and conditions of employment.

2.06 Miscellaneous

- a. Either party may call for a caucus of up to thirty (30) minutes.
- b. Bargaining sessions shall last a maximum of three (3) hours.
- c. Any time limits established under the Negotiations Procedure Article may be modified by mutual agreement.
- d. Days shall mean calendar days unless specified otherwise.

2.07 Agreement

- a. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue(s), subject to finalization by ratification by the membership of the Association and/or adopted by the Board.
- b. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. The Association shall vote on the tentative agreement within fifteen (15) days of the date agreement is reached. The Board shall vote on the tentative agreement within thirty (30) days of the date agreement is reached.
- c. When the agreement is adopted by the Board, it shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board's representative and by the Association's representative.
- d. No provision or the application of any provision of the resulting agreement shall discriminate against any bargaining unit member due to membership or non-membership in the Association.

2.08 Disagreement

- a. If agreement is not reached during negotiations as set forth herein, either party may declare negotiations at impasse after sixty (60) days from the initial meeting by written notice to the other party. Within seven (7) days after receipt of such written notice by the other party, the parties shall mutually request the services of the Federal Mediation and Conciliation Service (FMCS). Said mediation shall be conducted in accordance with the rules, regulations, and procedures of the Federal Mediation and Conciliation Service.

- b. The fees of the mediator, if any, will be shared equally by the parties.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 Definitions

- 3.011 A "grievance" is an alleged violation, misapplication, or misinterpretation of a specific article or section of this Agreement. Therefore, no grievance may be based upon any allegation of any advantage, right, or benefit not expressly stated by a specific written article or section of this Agreement.
- 3.012 "Days" shall refer to workdays and, in the summer, days the Board office is open. The number of days at each step will be considered the maximum.
- 3.013 An "aggrieved party" is the teacher or teachers who submit(s) a grievance.

3.02 Rights of the Grievant and the Association

- 3.021 A teacher may submit grievances which affect him/her personally. The Association may submit a class action grievance on behalf of the entire Association or a group of teachers who are affected by an alleged violation, misapplication or misinterpretation of a specific article or section of the Agreement in exactly the same manner.
- 3.022 The aggrieved teacher may, at his/her own option, be represented during the grievance procedure by the Association, including an OEA UniServ Consultant. The Association shall assume full and complete responsibility for representation of all bargaining unit members. Any failure of fair representation shall in no way involve the Board or the administration, but shall be the responsibility of the Association. In class action grievances on behalf of the entire Association or by a group of teachers, the total number of persons representing the Association or group shall be not more than

three (3) at any and all steps of the grievance procedure, except arbitration if more than three (3) witnesses are needed.

3.023 No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

3.03 Time Limits

3.031 The preparation and processing of grievances shall be conducted before or after school.

3.032 The time limitations set forth hereinafter for the submission of a grievance at any step shall be deemed of essence, and the failure to submit a grievance within the time specified shall be deemed a withdrawal of that grievance. Furthermore, failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

3.04 Grievance Procedure

Step One

Before submission of a written grievance, the aggrieved party must discuss it with and attempt to resolve it informally with the immediate superior/principal. The aggrieved party will say that the discussion will pertain to a possible grievance.

Step Two

If the grievance is not resolved under Step One, and the aggrieved party wishes to proceed to Step Two, the aggrieved party must submit the grievance in writing to the immediate superior/principal (See Appendix A) not later than twenty (20) days after the occurrence of the act or condition upon which the grievance is based. The immediate superior/principal shall meet with the aggrieved party and one teacher employed by the Board who is a member of the Association with respect to the grievance and shall deliver to the aggrieved party a written statement in response to the grievance no later than ten (10) days after such conference.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the aggrieved party may submit a copy of the written grievance along with a written request for a meeting with the Superintendent of Schools. This written information shall not be submitted later than five (5) days after receipt of the answer under Step Two. Within ten (10) days of receipt of such notice, the Superintendent (or his/her designated representative) alone, or with the aggrieved party's immediate superior/principal and/or one other person shall meet with the aggrieved party and one teacher employed by the Board who is a member of the Association and one (1) representative of the Association (which may be an OEA UniServ Consultant) and shall deliver to the aggrieved party a written statement of position not later than ten (10) days after such conference.

Step Four

If the grievance is not resolved under Step Three, the aggrieved party may, not later than ten (10) days after receipt of the answer under Step Three, refer the grievance to arbitration by notifying the American Arbitration Association (AAA). A copy of such request shall be forwarded to the Superintendent and to the President of the Association. An arbitrator shall be selected using the alternate strike procedure and either party may request a second list.

- a. The arbitrator shall be empowered only to base his/her decision upon some specified article and section of this agreement and shall have no power to add to, subtract from, disregard, alter, or modify this agreement by implication or otherwise. He/she shall neither imply nor infer obligations or conditions binding on the parties from this Agreement except as explicitly set forth herein.
- b. The decision of the arbitrator, if rendered within and in accordance with the above-stated power, shall be issued within twenty (20) days from the date of the close of the hearing and shall be final and binding on the Board, the Association, and the grievant(s).

c. Cost of Arbitration

The fees and expenses of the arbitration shall be paid equally by the Board and the Association or the grievant if the Association has chosen not to process the grievance. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE IV

RIGHTS

4.01 Board of Education Rights

Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board to:

- 4.011 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
- 4.012 Direct, supervise, evaluate, or hire employees;
- 4.013 Maintain and improve the efficiency and effectiveness of governmental operations;
- 4.014 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 4.015 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 4.016 Determine the adequacy of the work force;
- 4.017 Determine the overall mission of the Board as a unit of government;
- 4.018 Effectively manage the work force;
- 4.019 Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining Agreement.

4.02 Association Rights

- 4.021 The bargaining agent shall have the sole and exclusive organizational rights to process grievances under this Agreement.
- 4.022 The bargaining agent shall have the sole and exclusive organizational right to use school mailboxes.
- 4.023 The bargaining agent shall have the sole and exclusive organizational right to payroll deduction of dues and/or service fees, if required.
- 4.024 The bargaining agent shall have the sole and exclusive organizational right to the exclusive use of a bulletin board designated by the principal in each building.
- 4.025 The bargaining agent shall have the sole and exclusive organizational right to have building meetings before or after school provided that said meetings do not interfere with the commencement or the ending of the school day. The building principal shall have at least twenty-four (24) hours advance notification of meetings.
- 4.026 The Association may use school equipment such as copiers, computers, typewriters, e-mail system, etc., for Association business with the permission of the building principal, if present. If principal is not present, the permission of Superintendent or Treasurer is necessary.
- 4.027 The Association may pick up a copy of the Board agenda when it is ready for distribution.

4.028 The Association shall have the right to address staff members at any staff meeting.

4.029 Service Fee

4.0291 All teachers who are not members of the Association shall pay a monthly service fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Association to the Treasurer before the first pay of each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

4.0292 Such service fee shall be automatically deductible in equal installments beginning with the first paycheck of the school year.

4.0293 The Board will provide the Association with a single printout (a copy of the printout from the payroll) showing the nonmember teachers from whom such service fees were deducted. This printout will be given to the LEA Treasurer after each payday.

4.0294 The foregoing provisions regarding service fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09 (C) and all other applicable law of the subject matter.

4.0295 The Lowellville Education Association agrees to defend, indemnify and hold harmless the Board, its individual members, the Superintendent, Treasurer, and other members of the Administration, in any claim, demand, action or cause of action brought to contest collection or

other elements of administration of the Service Fee.

ARTICLE V

LEAVES

5.01 Sick Leave

5.011 Annual Allowance

Teachers shall be granted sick leave on the following basis: one and one-quarter (1 ¼) days for each completed month of service, or fifteen (15) days for each completed year of service.

5.012 Manner of Calculation

Any sick leave earned or unused in prior employment with another public school district or other agency of the State of Ohio shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the teacher's account at the time of employment in the manner prescribed by state law.

5.013 Accumulated Sick Leave

The maximum number of sick leave days accumulated shall be two hundred fifty (250).

5.014 Approved Use of Sick Leave Days

Sick leave may be used by all teachers for those reasons and situations enumerated in the State Statute (O.R.C. 3319.141).

5.015 Definition of Immediate Family

As applied to absence because of illness, injury, or death in the employee's immediate family, the immediate family shall include the husband, wife, children, father, mother, brothers, sisters, grandparents, mother-in-law and father-in-law.

5.016 Exhaustion of Sick Leave (Continued Fringes)

In the event a teacher uses all of his/her sick leave, the Board shall provide fringe benefits as per this Contract for up to ninety (90) days following the exhaustion of the sick leave benefits provided, however, that as a condition of said payment the teacher furnished the Board written verification from a physician of the need for the teacher to remain away from employment. In the event benefits provided by the Board are exhausted, the teacher may, upon approval of the respective insurance carrier, continue any or all benefits by making payment to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.017 Falsification of Certificates

Falsification of either the physician's certificate, if submitted, or the member's statement is grounds for suspension or termination of employment.

5.018 The Superintendent may require any employee utilizing five (5) consecutive sick leave days to be examined by a physician. For sick leave use to continue, the physician must certify the employee's need for sick leave.

5.019 An employee who needs more than five (5) sick leave days for the death of a member of the employee's immediate family will submit a notice for an extended leave.

5.02 Military Leave

Any member of the bargaining unit who is drafted into any branch of the armed forces of the United States, or is called to active duty service with a reserve unit, shall be reinstated in his/her position, or an equivalent position, when honorably discharged from such service.

Application for reinstatement shall be made within ninety (90) days from the date of said release or discharge from military service. Nothing in this article shall limit the Board of

Education from exercising any rights, freedoms, choices, or options granted to it by the Ohio Revised Code pertinent to military leave.

5.03 Assault Leave

Assault leave shall be granted to a teacher who is unable to work, and who, therefore, is absent from his/her assigned duties because of a physical disability resulting from a physical assault which assault is clearly unprovoked. Said leave shall not be charged against sick leave. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of fifteen (15) working days. An employee shall be granted assault leave according to the following rules:

- a. The incident, resulting in the absence of the teacher, must have occurred when the teacher was on duty during the course of employment with the Lowellville Local Board of Education while on the Board-owned premises or when he/she was required to be in attendance at a Board-approved or sponsored activity/event on or off Board premises or otherwise clearly preceding from his/her employment by the Lowellville Local Board of Education. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any employee of the Board, including the assaulted teacher, having information relating to such assault shall, as soon as possible, prepare a written statement, giving all facts within the teacher/employee's knowledge regarding said assault (the written statement shall include the time, date, place, and circumstances of the assault; the names of all persons who committed the assault, and the names of witnesses). The employee(s), including the teacher assaulted, shall sign said statement and present it to the building principal or immediate supervisor.
- b. To qualify for assault leave, the teacher shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested, by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.

- c. An employee shall not qualify for payment for assault until the assault leave form and any requested physician's statement have been submitted to the Superintendent.
- d. Employees shall not be permitted to accrue assault leave.
- e. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.
- f. Falsification of a statement for assault leave by a teacher is grounds for suspension or termination of employment at the discretion of the Board of Education.
- g. Such assault shall be reported to the police by the teacher. The teacher shall press charges against any adult involved in the assault.
- h. Assault leave shall not be given to a teacher if the assault was committed by an employee of Lowellville Local Schools.

5.04 Sabbatical Leave

Tenured certified/licensed personnel, after serving the Lowellville Local Schools seven (7) years, may apply for a one (1) school year sabbatical leave. Such leave will be granted, based upon the Superintendent's recommendation, by the Board of Education. Sabbatical leaves shall be without pay.

- a. The applicant must submit to the Superintendent by February 15 (fifteen), his/her application describing the advance study program for the leave including the name of the university or college at which he/she has been accepted. At the conclusion of the leave period, he/she shall provide evidence that the program was followed.

- b. Hospitalization and insurance will not be paid by the Board of Education, but may be purchased by the teacher at the discretion of the Treasurer.
- c. A leave year shall not count for advancement in years of experience on the salary schedule. In cases where additional hours or degree earned would place him/her in a different pay column, movement to a new column would occur.
- d. Sabbatical leave may be granted to no more than one teacher each school year. No teacher may be granted sabbatical leave concurrent with or for a year immediately following maternity leave or any other extended leave.
- e. A teacher may be granted up to two sabbatical leaves in a lifetime. At least seven (7) years of uninterrupted full-time teaching service shall occur before an individual teacher may be granted a second leave.

5.05 Personal Leave

Each teacher may use three (3) personal leave days per year. The reason for requesting an unrestricted personal leave day need not be given. Unused personal leave may be added to accumulated sick leave provided it does not exceed maximum balance allowed by current Agreement.

- a. With rare exception, approval for personal leave must be obtained from the Superintendent at least two (2) school days in advance of the need to use the leave. The rare exception would be in cases of emergency when obtaining advance approval would be impossible.
- b. With rare exception, personal leave cannot be used the first week or the last week of school.
- c. Personal leave days cannot be used the day before a scheduled school recess. With rare exception, personal leave cannot be used the day following the last day of a scheduled school recess.
- d. Personal leave days cannot be used for outside employment or personal recreation.

- e. Personal leave may be denied after May 1st (unless for emergency) if there are more than two requests for the same day.
- f. No more than three (3) teachers may be on personal leave on the same day unless this restriction is waived by the Superintendent.
- g. Three (3) consecutive personal leave days may be taken only under rare circumstances upon approval by the Superintendent.

5.06 Parental Leave of Absence

5.061 Definition

A "parental leave" is defined as absence from school without pay by a teacher who is pregnant, is adopting a child, or is to become a parent by reason of pregnancy of his spouse.

5.062 Notification of Pregnancy

In the event that a teacher becomes pregnant, the teacher shall, as soon as possible, notify the Superintendent. Said notification of the condition of pregnancy shall be at the end of the fifth month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:

- a. A medical certificate signed by the teacher's physician confirming the pregnancy.
- b. The medical certificate shall indicate the anticipated birth date of the baby.
- c. In the event a teacher may desire a parental leave, the teacher's statement should include the approximate date of the commencement of said leave.

5.063 Procedure for Parental Leave

A teacher who desires parental leave shall notify the Superintendent at least thirty (30) days in advance

of the commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of said leave. In emergency and unusual situations, the thirty (30) day written notification requirement shall be waived by the Superintendent of Schools.

5.064 Term of Parental Leave

All parental leaves may be for the remainder of the school year in which the child is born or adopted and the next succeeding school year. Said leave shall begin on the first day of the parental leave and the teacher shall notify the Superintendent as to the teacher's intention regarding the return to employment no later than thirty (30) days prior to the expiration of said leave when such leave is for twelve (12) months or more. If the teacher indicates his/her intention to return to work, he/she shall follow the same procedure enumerated in all subsequent sections of the Parental Leave policy. Upon approval of the Superintendent and upon assuring of a special circumstance, a parental leave of absence may be extended for a period not to exceed one (1) school year.

All insurance coverage provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on parental leave, upon the payment of the premium by the teacher to the Treasurer at the beginning of each month.

5.065 Termination of Parental Leave

Upon written request of the teacher to the Superintendent, which shall be tendered no later than April 1, a parental leave of absence may be terminated at any time after the birth of the child under the following conditions:

- a. In the case of a teacher who was pregnant, the teacher will be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is physically able to resume full time

employment. In the case of a teacher who has adopted a child or whose wife has been pregnant, the teacher will be declared eligible to return to regular duties upon notification by the teacher to the Superintendent, said notice to be by April 1 or six months from the delivery of the child, whichever comes first.

The teacher shall be permitted to use all of the leave period stated in 5.065 a. of this Section.

- b. Return to duties will be guaranteed no later than the first work day of the school year following the date that the individual is declared eligible for reinstatement (as prescribed in 5.065 a. above).
- c. After reinstatement eligibility has been determined (as prescribed in 5.065 a. above), the Superintendent of Schools may recommend reassignment to duty at an earlier time than that which is stated herein. It is further understood reassignment to duty in all cases of parental leave shall be in accordance with the recommendation of the Superintendent of Schools and the needs of the school system and that no employee will be placed in a position for which the employee is not certified/licensed.

5.066 Use of Sick Leave for Pregnancy Purposes

A teacher shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where a teacher is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a Medical Leave of Absence without pay for not more than one full school year. Such leave may be extended for a period not to exceed an additional school year due to special circumstances upon approval of the Superintendent of Schools.

All insurance coverage provided by the Board and desired by the teacher shall be continued.

The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that a teacher is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

Sick leave may not be used by a teacher taking parental leave for the pregnancy of his spouse or the adoption of a child except for those reasons listed in the Ohio Revised Code 3319.141.

5.07 Sick Leave Bank

5.071 Establishment

- A. Each bargaining unit member may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period is from August 20 through September 15 of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.
- B. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee.
- C. If 10 participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.

5.072 Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Sick Leave Bank will be limited to personal illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit member's dependent children. A doctor's statement is

required with the application in order to be considered.

- C. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
- D. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period, but not to exceed fifteen (15) days maximum. Additional days may be granted at the discretion of the Sick Leave Bank Committee, provided the request for additional days receives a two-thirds positive vote of the full Committee.
- E. Each member of the Sick Leave Bank shall be required to contribute one (1) day per year to the Bank.

5.073 Sick Leave Bank Committee

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Lowellville Local School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
 - 1. Superintendent of Schools of the Lowellville Local School District or his/her designee.
 - 2. The Lowellville Education Association President or his/her designee.

3. One Lowellville Local School District business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the Lowellville Local School District.
4. Two bargaining unit members. These members are to be appointed by the Lowellville Education Association President.

Effort should be made with these appointments to provide bargaining unit representation from all levels.

- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Lowellville Education Association President will designate the chairperson prior to the first meeting of the SBC.
- D. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.
- E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.08 Emergency Leave

5.081 Entitlement

Emergency leave of absence from normal teaching duties up to a total of five (5) days per school year without pay may be granted by the administration.

5.082 Restrictions

Submission of satisfactory evidence acceptable to the administrator of an actual emergency situation

shall be required. Falsification of the member's statement for the use of emergency leave shall be grounds for suspension or termination of employment.

5.09 Jury Duty

A bargaining unit member shall be entitled to leave for any time the member is required to perform jury duty. The Board shall pay the bargaining unit member's regular rate of pay. The member is entitled to keep the full amount received for jury duty.

ARTICLE VI

EMPLOYMENT PROCEDURES

6.01 School Year

The school year shall not exceed a maximum of one hundred eighty-four (184) days. One hundred eighty (180) days shall be days of instruction. The remaining four (4) days shall be utilized as follows:

- a. NEOEA Day
- b. Clerical Day
- c. Two Inservice Days. The equivalent of 1/2 (one-half) day for either an LEA meeting and/or clerical duties.

6.02 Teacher Work Day

The teacher work days shall be seven (7) hours and fifteen (15) minutes. Exceptions to this shall be the following:

- a. Five (5) meetings per school year scheduled by the principal and/or Superintendent. None of these may extend more than one hour beyond the teacher work day.
- b. A reasonable number of small group meetings which would extend beyond the work day but not exceed five (5) per year without the teacher's concurrence.

- c. No teacher shall be required to attend more than two (2) evening school or school-related functions per school year.
- d. The school day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period.
- e. Conference period substitute pay is \$12.00 (twelve dollars) per period. Each teacher who is requested to substitute during his/her conference period is to fill out a conference period substitute form and turn it in to the principal's office to be processed. Pay for conference period coverage will be included in the second pay following the submission of the form. Teachers may refuse this request.
- f. Snow Days: LEA agrees to verbally encourage faculty to attend school (when practical) during student snow days.

6.03 Nondiscrimination

The Board and the Association agree that neither party shall discriminate against each other or against any member of the Employee Unit on the basis of race, color, age, creed, sex, religion, physical handicap, or marital status as applied to the terms of this Agreement.

6.04 Teacher Fair Dismissal

As prescribed by law for continuing contract teachers and limited contract teachers, except as otherwise set forth in this Agreement.

6.05 Job Security

As prescribed by law for continuing contract teachers and limited contract teachers, except as otherwise set forth in this Agreement.

6.06 Evaluation Procedures

6.061 Scope and Purpose

6.0611 Purposes

The purposes of teacher evaluation include but are not limited to:

- a. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
- b. To inform instruction.
- c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
- d. To increase collaboration between teachers within the district to improve student performance.

(See Appendix B, C)

6.0612 Application

The teacher evaluation procedure contained in this agreement applies to the following employees of the district:

- a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222, 3319.226 or 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
- b. Teachers who spend less than 50% of their time instructing students shall be evaluated through a district-created evaluation tool.

6.062 Standing Joint Committee for Building Leadership

6.0621 Authority, Composition, Operations and Support

Purpose

The association and the board agree to establish a standing joint committee hereby known as the Building Leadership Team (BLT) for the purpose of improving communication between teachers and administration regarding changes in curriculum, testing, and state law; establishing the procedures and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district. (See Appendix D)

BLT Composition

- a. The committee shall be comprised of one member from each of the following areas:

K-3
4-6 Reading
4-6 Math
7-12 Language Arts
7-12 Math
7-12 Science
7-12 Social Studies
Specials (e.g., music, art, foreign language, physical education)
Special Education
Administration

- b. BLT members shall serve by mutual agreement.

BLT Operation

- a. The BLT shall be chaired jointly by a committee member and an

administrator as determined by the committee.

- b. Members of the committee shall receive training in areas including but not limited to: OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, teacher-student data linkage, SLOs, SGMs, and reading/analyzing value added data reports.
- c. The BLT will establish subcommittees to assist with their work. These will include an SLO/SGM subcommittee and an OTES subcommittee.

OTES Subcommittee Authority

- a. The committee shall be chaired jointly by a BLT committee member and administrator.
- b. The OTES subcommittee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation tools, for teacher evaluation on an ongoing basis.
- c. The OTES subcommittee shall also serve to resolve any disputes which may arise as a result of walkthrough/observations/evaluations.

Note: Teachers are advised to meet with the evaluator first in an effort to discuss the issue concerned before any issue is brought to the committee.

- d. Changes or revisions to these evaluation procedures/processes may be made through a Memorandum of Understanding between the board and the Lowellville Education Association as deemed necessary through the OTES committee.
- e. In the event of legislative action by the Ohio General Assembly that impacts this topic in any way the parties will agree to comply with changes after the expiration of this agreement.

SLO/SGM Subcommittee Operation

- a. The association and the board agree to establish a BLT subcommittee that will utilize the rubric (SLO Template Checklist) for the purposes of assessing, reviewing, and approving the many facets of SGMs/SLOs and providing related professional development for the employees of Lowellville Local Schools.
- b. The subcommittee shall be chaired jointly by a BLT committee member and an administrator.
- c. Members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all subcommittee members and the bargaining unit will

be trained on the new system and SGM application).

- d. Members of the committee shall receive release time or compensation for work outside the contractual work day for committee work and training.
- e. The SLO/SGM committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the association and the board. The subcommittee will be responsible for reviewing and approving teacher created SLOs under the time restraints set by the subcommittee.
- f. Any committee work performed outside of the contractual work day shall be paid at a \$25.00 hour per person rate not to exceed \$750 per person per year.

Scoring SLO's and SGM's

SLO Scoring Matrix Percentage of students that met or exceeded growth target	Descriptive rating	Numerical rating and SGM for Summative Evaluation
90-100	Most Effective	5-Above Expected Growth
80-89	Above Average	4-Above Expected Growth
70-79	Average	3-Expected Growth
60-69	Approaching Average	2-Expected Growth
59 or less	Least Effective	1-Below Expected Growth

6.063 Evaluators

Qualifications and Role

An evaluator must be a full-time, OTES credentialed building administrator of the Lowellville School District.

6.064 Commitment to Orientation and Professional Development

Professional Development

The board shall commit to the professional development of teachers by meeting the requirements of ORC 3319.112(A)(8)(9).

6.065 Evaluation Structure and Procedures

Schedule of Observations

- a. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. It is recommended that there be at least three (3) weeks between formal observations.
- b. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to reemploy a teacher pursuant to division (B), (C), (3), (D), or (E) of 3319.11.
- c. A teacher may request an additional formal observation.

Observation Conference

- a. A pre-conference shall be scheduled for a mutually agreed time and place. (See Appendix E)
- b. The formal observation shall be scheduled at the pre-conference.
- c. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within a reasonable time following the formal observation.

- d. The evaluator shall make available through ETPES copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

Walkthroughs

A walkthrough is a formative assessment process that focuses on:

- a. evidence of planning
- b. lesson delivery
- c. differentiation
- d. resources
- e. classroom environment
- f. student engagement
- g. assessment
- h. or any other component of the standards and rubrics approved for teacher evaluation.

The teacher will have access through ETPES to the walkthrough form (See Appendix F), including all scripted and anecdotal documents relative to the walkthrough.

At least 4 walkthroughs shall be conducted in each evaluation cycle.

*It is understood that video or audio devices will not be used to collect teacher performance evidence.

Summative Rating of Ineffective Teacher

Note: Refer to SB 316

Finalization of Evaluation

Written Report - Before the evaluation cycle is final, and not later than May 10, a copy of the formal

written evaluation report shall be made available to the teacher through ETPEs and a conference shall be held between the teacher and the evaluator.

Completion of Evaluation Cycle

The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

6.066 Personnel Action

6.0661 Professional Improvement

In adherence with the Coaching Model, teachers deemed ineffective for one year shall not be considered for nonrenewal, but rather given the opportunity to improve their identified instructional needs through the use of an improvement plan. (Guidelines for Improvement Plans)

6.0662 Nonrenewal of Teaching Contract

Limited contract teachers who are employed after July 1, 2004, and who have been employed two (2) or fewer years shall be notified by the Superintendent if they will not be recommended to the Board for rehiring for the next school year. Such notification shall be made at least ten (10) days prior to Board action on their contract.

Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to discuss the intended action on their contract.

This nonrenewal procedure for such teachers supersedes all provisions of O.R.C. Section 3319.11 and O.R.C. Section 3319.111, and such teachers shall

have no right to challenge said nonrenewal pursuant to O.R.C. Sections 3319.11 or 3319.111 or through the negotiated grievance procedure or other tribunal.

After the two (2) year probationary period, a teacher who seeks relief from nonrenewal of a teaching contract may either pursue his/her rights under the collective bargaining agreement, including the right to the grievance procedure and arbitration or, at the teacher's option, pursue his/her statutory rights. Once selecting an option, the teacher is confined to the option.

6.07 Personnel Files

6.071 Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Superintendent's Office.

6.072 Restrictions

The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the personnel file.

6.073 Each item placed in the file after February 1, 2002, shall indicate the date it was placed in the file.

6.074 No material of a derogatory nature shall be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has reviewed the material by affixing his/her signature and the date to the copy to be filed. Said signature shall not be construed to indicate agreement with the contents of the signed document.

6.08 Non-Resident Student Attendance

Members of the bargaining unit represented by the Lowellville Education Association who are non-residents of the Lowellville Local School District shall be permitted to have their children attend school in the District tuition-free. However the district shall not be responsible for the cost associated with post secondary enrollment of a child enrolled under this provision.

6.09 Dress Code

"Inasmuch as it is felt that reasonably formal dress by the entire staff is beneficial to the educational process, proper and decent attire will be worn during the school day and at school related activities. Although this code is flexible due to the variability of weather conditions and the nature of the school activity, every effort should be made to wear proper attire at all times."

A review committee will be established to maintain the intent of the dress code and will be comprised of the following members:

1. An elementary staff member.
2. A high school staff member.
3. An administrator.
4. A member of the Board of Education.

A review committee will meet at a mutually convenient time to make determinations regarding the dress code.

6.10 Superintendent Advisory Committee

A Superintendent Advisory Committee shall be established to deal with building problems and other issues as they arise. The Committee shall not be used for hearing grievances. Committee shall consist of the Superintendent, the principal(s) and one representative from each of the following: primary, elementary and high school. The committee shall meet as needed.

6.11 Vacancies

6.111 Vacancy Defined

A vacancy shall be defined as a position that was previously held by a member of the Employee Unit which the Superintendent determines to fill or a position that is newly created.

6.112 Posting of Vacancies

- A. When it has been determined by the Superintendent that a vacated position shall become a vacancy or that a new position shall be created, the Superintendent or designee shall post notice of such vacancy for seven (7) workdays. The Association President shall be given a copy of each notice of vacancy on or before the date of its posting. During the summer recess, such notice shall be accomplished by utilizing the all call to advise teachers to check their email to view the posting. Each new posting throughout the Summer shall be available for application for seven (7) days that the central office is open.
- B. Each notice of vacancy shall include the building(s) in which the vacancy exists, the grade level of the students to be supervised, and the qualifications required of each applicant. The qualifications required of any employee bidding on a vacant position shall be determined by the Superintendent and shall be consistent with the duties and responsibilities of the vacant position.

6.12 Lowellville Local Professional Development Committee (LLPDC)

There shall be a local five (5) member Professional Development Committee for the purpose of administering the licensure/certification renewal process. The Association shall be a full and equal partner with the administration in the planning, development, and implementation of the law as it relates to the Lowellville Local Professional Development Committee. In accordance with the law, a

majority of the members of the LLPDC shall be practicing, classroom teachers.

The Committee shall be empowered according to law and determine its own structure, plans and criteria for approval of individual teacher education plans and CEU's. The new members of the committee shall have paid release time to be trained. The committee shall have release time to do the work of the LLPDC.

6.13 Effects of an Educational Aide

Hiring of an educational aide to cover study hall will not result in the displacement of any bargaining unit member.

6.14 Continuing Contract Eligibility

Persons eligible for a continuing service contract must submit a written request for consideration for a continuing contract along with supporting documentation on or before January 15th of the year in which they are eligible. If the documentation is not received by January 15, the teacher will have to wait until the following school year to be considered for a continuing contract, unless the restriction is waived by the Board.

ARTICLE VII

INSURANCES

7.01 Insurances: General Provisions

The Board shall self-insure and/or purchase the insurance coverage which meets or exceeds the specifications set forth below for each employee, so choosing, now or hereinafter employed, and his/her eligible dependents. The Board shall abide by the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272, Title XXII "Public Health Services Amendments."

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided on the effective date of this Agreement. The Association shall be notified thirty (30) days in advance of any proposed change in carriers.

Dependents nineteen (19) years of age or older up to 26 years of age.

7.02 Specific Coverages

7.021 Comprehensive Major Medical Coverages

For the time period September 1, 2013 through June 30, 2014, all employees shall continue to be covered under the terms listed in the Schedule of Benefits charts included in the current Mahoning County School Employees Insurance Consortium (M.C.S.E.I.C.) "Core" Plan booklet, a summary of which is attached as Appendix G. Beginning July 1, 2014, all employees shall be covered under the terms listed in the Schedule of Benefits charts included in the M.C.S.E.I.C. Health Plan attached as Appendix H.

7.021 a. Health Care Coverage Fees

Beginning on 7/1/10, full-time bargaining unit members shall enroll in one of four tiers available for insurance and contribute 10% of coverage fees each year of the collective bargaining agreement.

7.022 Prescription plans are included in Appendices G and H. See Appendix I for dental and J for vision.

7.023 Term Life Insurance

The Board shall provide one hundred percent (100%) of the premium cost for group term life insurance in the amount of one hundred thousand dollars (\$100,000) which includes an equal amount (\$100,000) of accidental death and dismemberment coverage for each teacher now or hereinafter employed.

7.03 Part-time Employees

Part-time employees shall receive benefits proportional to their assignment, the remaining portion being the employees' responsibility.

7.04 Pre-existing Condition Limitation

Claims resulting from Preexisting Conditions, as defined in the Plan, are excluded from coverage under the Plan, except as specified below:

1. If the Covered Person does not receive medical care or services, including prescription drugs or other medical supplies either recommended or actually received, and is not under a Physician's care with respect to the Preexisting (or related) Conditions for a period of six (6) consecutive months beginning on or after the date participation in the Plan began, the Preexisting Conditions Exclusion will no longer apply and any eligible charges incurred after the treatment-free period will be considered; or
2. If the Covered Person is covered under the Plan for a period of time equal to twelve (12) consecutive months minus the Covered Person's period of Creditable Coverage, the Preexisting Conditions Exclusion will no longer apply and any eligible charges incurred thereafter will be considered.

7.05 Effective Date

Any new employee of the bargaining unit will have an effective coverage date of September 1 of the current school year, providing forms are turned in before the fifteenth of September of the current school year.

New employees are responsible for inquiring in the board office for all forms necessary to acquire coverage for prescription, hospitalization, dental and life insurance.

All forms to acquire hospitalization, prescription, dental, and life insurance must be filled out and turned in before September 15 of the current year. Failure to do so will delay coverage until the first of the following month, October, of the current school year.

If an employee is under his/her spouse's coverage and this coverage is lost due to job loss, death, layoff or divorce, proof of such loss must be provided to the Board office. The

employee may then sign up for hospitalization, prescription, or dental coverage(s). Effective date will be the date of loss of coverage. If the employee does not have a special enrollment event as above and wishes to have coverage that was previously waived, employee can only apply during the month of August to be effective September 1 of each year.

7.06 Insurance Booklet

A booklet detailing insurance coverages shall be provided to each Bargaining Unit member.

7.07 Exclusions

Exclusions in the health insurance plan: Health insurance claims resulting from participation in the following activities are specifically excluded from coverage:

- a. Sky diving
- b. Bungee jumping
- c. Motorcycle racing
- d. Auto racing or demolition derbies
- e. Aircraft or any other flying devices for recreation or stunts
- f. Participation in professional sports

ARTICLE VIII
COMPENSATION

8.01 Salary Schedule and Index

As currently provided with the following Base Salary increases:

2013-2014	1.0%
2014-2015	0.5%
2015-2016	0.5%

Lowellville K-12 SCHOOL - Effective September 1, 2013

<u>Years Exp.</u>	<u>B.A.</u>	<u>BA + 20</u>	<u>M.A.</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA + 30</u>
0	\$33,772 1.0000	\$34,785 1.0300	\$36,474 1.0800	\$37,318 1.1050	\$38,162 1.1300	\$39,007 1.1550
1	35,339 1.0464	36,352 1.0764	38,206 1.1313	39,051 1.1563	39,895 1.1813	40,739 1.2063
2	36,906 1.0928	37,919 1.1228	39,939 1.1826	40,783 1.2076	41,627 1.2326	42,472 1.2576
3	38,473 1.1392	39,486 1.1692	41,671 1.2339	42,516 1.2589	43,360 1.2839	44,204 1.3089
4	40,040 1.1856	41,053 1.2156	43,404 1.2852	44,248 1.3102	45,092 1.3352	45,937 1.3602
5	41,607 1.2320	42,620 1.2620	45,136 1.3365	45,981 1.3615	46,825 1.3865	47,669 1.4115
6	43,174 1.2784	44,187 1.3084	46,869 1.3878	47,713 1.4128	48,557 1.4378	49,402 1.4628
7	44,741 1.3248	45,754 1.3548	48,601 1.4391	49,446 1.4641	50,290 1.4891	51,134 1.5141
8	46,308 1.3712	47,321 1.4012	50,334 1.4904	51,178 1.5154	52,022 1.5404	52,867 1.5654
9	47,875 1.4176	48,888 1.4476	52,066 1.5417	52,911 1.5667	53,755 1.5917	54,599 1.6167
10	49,442 1.4640	50,455 1.4940	53,799 1.5930	54,643 1.6180	55,487 1.6430	56,332 1.6680
11	51,009 1.5104	52,022 1.5404	55,531 1.6443	56,376 1.6693	57,220 1.6943	58,064 1.7193
12	52,576 1.5568	53,589 1.5868	57,264 1.6956	58,108 1.7206	58,952 1.7456	59,797 1.7706
13	54,143 1.6032	55,156 1.6332	58,996 1.7469	59,841 1.7719	60,685 1.7969	61,529 1.8219
14	55,724 1.6500	56,737 1.6800	60,729 1.7982	61,573 1.8232	62,417 1.8482	63,262 1.8732
15	57,412 1.7000	58,426 1.7300	62,478 1.8500	63,323 1.8750	64,167 1.9000	65,011 1.9250
16			64,167 1.9000	65,011 1.9250	65,855 1.9500	66,700 1.9750
Super Max I	58,612	59,626	65,367	66,211	67,055	67,900
Super Max II	59,812	60,826	66,567	67,411	68,255	69,100
Super Max III	61,012	62,026	67,767	68,611	69,455	70,300

Lowellville K-12 SCHOOL - Effective September 1, 2014

<u>Years Exp.</u>	<u>B.A.</u>	<u>BA + 20</u>	<u>M.A.</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA + 30</u>	
0	\$33,941 1.0000	\$34,959 1.0300	\$36,656 1.0800	\$37,505 1.1050	\$38,353 1.1300	\$39,202 1.1550	
1	35,516 1.0464	36,534 1.0764	38,397 1.1313	39,246 1.1563	40,095 1.1813	40,943 1.2063	
2	37,091 1.0928	38,109 1.1228	40,139 1.1826	40,987 1.2076	41,836 1.2326	42,684 1.2576	
3	38,666 1.1392	39,684 1.1692	41,880 1.2339	42,728 1.2589	43,577 1.2839	44,425 1.3089	
4	40,240 1.1856	41,259 1.2156	43,621 1.2852	44,469 1.3102	45,318 1.3352	46,167 1.3602	
5	41,815 1.2320	42,834 1.2620	45,362 1.3365	46,211 1.3615	47,059 1.3865	47,908 1.4115	
6	43,390 1.2784	44,408 1.3084	47,103 1.3878	47,952 1.4128	48,800 1.4378	49,649 1.4628	
7	44,965 1.3248	45,983 1.3548	48,844 1.4391	49,693 1.4641	50,542 1.4891	51,390 1.5141	
8	46,540 1.3712	47,558 1.4012	50,586 1.4904	51,434 1.5154	52,283 1.5404	53,131 1.5654	
9	48,115 1.4176	49,133 1.4476	52,327 1.5417	53,175 1.5667	54,024 1.5917	54,872 1.6167	
10	49,690 1.4640	50,708 1.4940	54,068 1.5930	54,917 1.6180	55,765 1.6430	56,614 1.6680	
11	51,264 1.5104	52,283 1.5404	55,809 1.6443	56,658 1.6693	57,506 1.6943	58,355 1.7193	
12	52,839 1.5568	53,858 1.5868	57,550 1.6956	58,399 1.7206	59,247 1.7456	60,096 1.7706	
13	54,414 1.6032	55,432 1.6332	59,292 1.7469	60,140 1.7719	60,989 1.7969	61,837 1.8219	
14	56,003 1.6500	57,021 1.6800	61,033 1.7982	61,881 1.8232	62,730 1.8482	63,578 1.8732	
15	57,700 1.7000	58,718 1.7300	62,791 1.8500	63,639 1.8750	64,488 1.9000	65,336 1.9250	
16			64,488 1.9000	65,336 1.9250	66,185 1.9500	67,033 1.9750	
16	Super Max I	58,900	59,918	65,688	66,536	67,385	68,233
18	Super Max II	60,100	61,118	66,888	67,736	68,585	69,433
20	Super Max III	61,300	62,318	68,088	68,936	69,785	70,633

Lowellville K-12 SCHOOL – Effective September 1, 2015

<u>Years Exp.</u>	<u>B.A.</u>	<u>BA + 20</u>	<u>M.A.</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA + 30</u>
0	\$34,111 1.0000	\$35,134 1.0300	\$36,840 1.0800	\$37,693 1.1050	\$38,545 1.1300	\$39,398 1.1550
1	35,694 1.0464	36,717 1.0764	38,590 1.1313	39,443 1.1563	40,295 1.1813	41,148 1.2063
2	37,277 1.0928	38,300 1.1228	40,340 1.1826	41,192 1.2076	42,045 1.2326	42,898 1.2576
3	38,859 1.1392	39,883 1.1692	42,090 1.2339	42,942 1.2589	43,795 1.2839	44,648 1.3089
4	40,442 1.1856	41,465 1.2156	43,839 1.2852	44,692 1.3102	45,545 1.3352	46,398 1.3602
5	42,025 1.2320	43,048 1.2620	45,589 1.3365	46,442 1.3615	47,295 1.3865	48,148 1.4115
6	43,608 1.2784	44,631 1.3084	47,339 1.3878	48,192 1.4128	49,045 1.4378	49,898 1.4628
7	45,190 1.3248	46,214 1.3548	49,089 1.4391	49,942 1.4641	50,795 1.4891	51,647 1.5141
8	46,773 1.3712	47,796 1.4012	50,839 1.4904	51,692 1.5154	52,545 1.5404	53,397 1.5654
9	48,356 1.4176	49,379 1.4476	52,589 1.5417	53,442 1.5667	54,294 1.5917	55,147 1.6167
10	49,939 1.4640	50,962 1.4940	54,339 1.5930	55,192 1.6180	56,044 1.6430	56,897 1.6680
11	51,521 1.5104	52,545 1.5404	56,089 1.6443	56,941 1.6693	57,794 1.6943	58,647 1.7193
12	53,104 1.5568	54,127 1.5868	57,839 1.6956	58,691 1.7206	59,544 1.7456	60,397 1.7706
13	54,687 1.6032	55,710 1.6332	59,589 1.7469	60,441 1.7719	61,294 1.7969	62,147 1.8219
14	56,283 1.6500	57,306 1.6800	61,338 1.7982	62,191 1.8232	63,044 1.8482	63,897 1.8732
15	57,989 1.7000	59,012 1.7300	63,105 1.8500	63,958 1.8750	64,811 1.9000	65,664 1.9250
16			64,811 1.9000	65,664 1.9250	66,516 1.9500	67,369 1.9750
Super Max I	59,189	60,212	66,011	66,864	67,716	68,569
Super Max II	60,389	61,412	67,211	68,064	68,916	69,769
Super Max III	61,589	62,612	68,411	69,264	70,116	70,969

8.04 General Conditions Affecting Salary Schedules

- 8.041 All Bachelor's Degree teachers will advance to SuperMax I following completion of Step #15 on the salary schedule. Bachelor's degree teachers will advance to Supermax II upon completion of eighteen years of teaching experience. Bachelor's degree teachers will advance to Supermax III on completion of twenty years of teaching experience.
- 8.042 All Master's Degree teachers will advance to Supermax I following completion of Step #16 on the salary schedule. Master's Degree teachers will advance to Supermax II upon completion of eighteen years of teaching experience. Master's degree teachers will advance to Supermax III on completion of twenty years of teaching experience.
- 8.043 Any teacher assigned to Guidance, either full or part-time may be offered extended time on a supplemental contract. Such supplemental contract may be up to twenty (20) days. The rate of pay for such a supplemental contract would be the teacher's daily rate for each day worked.
- 8.044 Teachers who complete additional course work beyond the Bachelor's Degree or the Master's Degree, will receive credit on the salary schedule as indicated. These hours must be graduate semester hours. A letter indicating completion of graduate hours must be submitted to the Treasurer no later than August 10 for the upcoming school year. Included must be the number of semester hours earned. Transcripts are to be provided when available.

8.05 Payroll Deductions

Payroll deductions shall be available to members of the Association (Lowellville Education Association) bargaining unit for the following items:

- A. Association dues.
- B. Annuities - only to those agencies which have four (4) or more teachers enrolled. However, no teacher who is employed for the 2000 – 2001 school year and has had deductions for annuities for a specific agency shall lose this service for deductions for that agency.
- C. Associated School Employees Credit Union.
- D. United Appeal.
- E. Federal withholding tax, state tax, and Lowellville city tax.
- F. State Teachers Retirement System.
- G. U.S. Federal Government Savings Bonds.
- H. The Fund for Children and Education.
- I. Any school district income tax which requires a deduction affected by a teacher's district of residence.

Items A, D, and G would be deducted from the first pay of the month; all others from each pay.

8.06 Pay Checks

Direct deposit shall be mandatory for all bargaining unit members.

8.07 Mileage

The Board shall pay for authorized automobile expense in an amount equal to the per mile allowance being utilized by the Lowellville Local Board of Education. Such payment shall be made at the end of each contractual year or at the time of separation of employment.

8.08 Supplementary Salary Schedule

<u>POSITION</u>	<u>Percent</u>	<u>\$33,772</u> <u>2013-14</u>	<u>\$33,941</u> <u>2014-15</u>	<u>\$34,111</u> <u>2015-16</u>
Academic Challenge Advisor	3%	\$1,013	\$1,018	\$1,023
AM Duty	3.5%	1,182	1,188	1,194
Class Advisor - gr. 7	1%	338	339	341
Class Advisor - gr. 8	1%	338	339	341
Class Advisor - gr. 9	1.5%	507	509	512
Class Advisor - gr. 10	1.5%	507	509	512
Class Advisor - gr. 11	6%	2,026	2,036	2,047
Class Advisor - gr. 12	4%	1,351	1,358	1,364
Danceline Advisor	5%	1,689	1,697	1,706
Drama Club Advisor	5%	1,689	1,697	1,706
English Festival Advisor	1%	338	339	341
Environthon Advisor	2%	675	679	682
FTA Advisor	1%	338	339	341
Music - director	20%	6,754	6,788	6,822
Music - assistant	5%	1,689	1,697	1,706
LPDC	3%	1,013	1,018	1,023
Newspaper Advisor	2%	675	679	682
NHS Advisor	1%	338	339	341
PANDA Advisor	1%	338	339	341
PM Duty	3.5%	1,182	1,188	1,194
SADD Advisor	1%	338	339	341
Student Council Advsiord	3%	1,013	1,018	1,023
Yearbook Advisor	10%	3,377	3,394	3,411
Athletic Director	21%	7,092	7,128	7,163
Baseball - head	12%	4,053	4,073	4,093
Baseball - JV	7%	2,364	2,376	2,388
Baseball - asst. (if JV team)	5%	1,689	1,697	1,706
Baseball - asst. (if JV team)	5%	1,689	1,697	1,706
Basketball - boys head	21%	7,092	7,128	7,163
Basketball Elem. Coordinator				
Boys Assistant Varsity	12%	4,053	4,073	4,093
Girls Assistant Varsity	12%	4,053	4,073	4,093
Basketball - boys asst.	12%	4,053	4,073	4,093
	(or 2 at 6%)			
Basketball - boys Freshman	8%	2,702	2,715	2,729
Basketball - boys 8th	8%	2,702	2,715	2,729
Basketball - boys 7th	8%	2,702	2,715	2,729
Basketball - girls head	21%	7,092	7,128	7,163
Basketball - girls asst.	12%	4,053	4,073	4,093
	(or 2 at 6%)			
Basketball - girls 8th	8%	2,702	2,715	2,729
Basketball - girls 7th	8%	2,702	2,715	2,729
Bowling - head	6%	2,026	2,036	2,047
Bowling - JV	4%	1,351	1,358	1,364
Cheerleading Advisor	10%	3,377	3,394	3,411
	(or 2 at 6%)			
Cheerleading - JH	5%	1,689	1,697	1,706

Board of Education
President
James Alfano
Vice-President
Robert J. Zackasee
Joseph Ballone
Lisa Donofrio
Michele McCaughtry

Lowellville Board of Education



Administration
Superintendent
Dr. Eugene M. Thomas
Principal
Jared Van Kirk
Assistant Principal
Christine Sawicki
Treasurer
L. Greg Slemmons

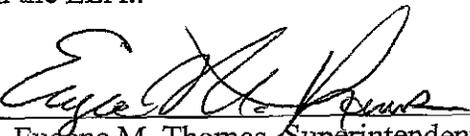
52 Rocket Place, Lowellville, Ohio 44436

Subject to the approval of the Lowellville Local Board of Education, hereafter referred to as "BOARD" and the Lowellville Education Association, hereafter referred to as "LEA" for the purpose of achieving mutual objectives relating to the positions of Athletic Director and Supervisor JH/Girls, the parties whose signatures are affixed below agree to amend Article 8.082 of the Master Agreement effective September 17, 2013 until August 31, 2016 to read,

"Upon a request by the individual holder(s) of the supplemental contracts listed below and with the approval of the Board:

- The Head Coach may voluntarily forfeit a portion of his/her supplemental salary to be used to hire an additional Assistant Coach or Coaches.
- The Athletic Director and/or Supervisor JH/Girls may voluntarily forfeit a portion of his/her supplemental salary to be used to hire a game supervisor in lieu of attending a sporting event. The game supervisor shall be selected by the administration and be a member of the LEA. The game supervisor shall be compensated at a rate of \$50.00 (fifty dollars USD) per sporting event.

This contract addendum is signed on behalf of the BOARD by Dr. Eugene M. Thomas and on behalf of the LEA by Theresa Iudiciani. It shall be effective upon ratification by the BOARD and the LEA..



Dr. Eugene M. Thomas, Superintendent

09-17-14
Date:



Theresa Iudiciani, LEA President

9/16/14
Date

<u>POSITION</u>	<u>Percent</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Cross Country (min. 8)	8%	2,702	2,715	2,729
Cross Country - JH	4%	1,351	1,358	1,364
Football - head	21%	7,092	7,128	7,163
Football - JV	11%	3,715	3,734	3,752
Football - asst.	10%	3,377	3,394	3,411
Football - asst.	10%	3,377	3,394	3,411
Football - asst.	10%	3,377	3,394	3,411
Football - asst.	10%	3,377	3,394	3,411
Football - JH head	9%	3,039	3,055	3,070
Football - JH assistant	8%	2,702	2,715	2,729
Golf - boys	4%	1,351	1,358	1,364
Golf - girls	4%	1,351	1,358	1,364
Softball - head	12%	4,053	4,073	4,093
Softball - JV (min. 24)	7%	2,364	2,376	2,388
Softball - asst. (if JV team)	5%	1,689	1,697	1,706
Softball - asst. (if JV team)	5%	1,689	1,697	1,706
Supervisor JH/Girls	12%	4,053	4,073	4,093
Ticket Manager	5%	1,689	1,697	1,706
Track - head (one position)	16%	5,404	5,431	5,458
Track - boys head	12%	4,053	4,073	4,093
Track - girls head	12%	4,053	4,073	4,093
Track - asst.	8%	2,702	2,715	2,729
Track - asst.	4%	1,351	1,358	1,364
Track - JH	8%	2,702	2,715	2,729
Track - JH	8%	2,702	2,715	2,729
Volleyball - head	12%	4,053	4,073	4,093
Volleyball - asst.	8%	2,702	2,715	2,729
Volleyball - 8th	8%	2,702	2,715	2,729
Volleyball - 7th	8%	2,702	2,715	2,729
Weight Training	6%	2,026	2,036	2,047
TOTAL		187,435	188,373	189,316

* Each sports program will be permitted up to one volunteer.

8.081 The Board shall provide release time to teachers who work with the Fair Board displays, Science Fair, Industrial Arts Show, or Art Show upon approval of the Building Principal or Superintendent.

8.082 Upon agreement of the Board, the Head Coach may forfeit a portion of his/her supplemental salary to be used to hire an additional Assistant Coach or Coaches.

8.09 Supplemental Contracts (Payment)

All supplemental contracts for services performed throughout the school year shall be paid during the regular

pay periods, in December, March, and June, whichever of these three follow completion of the supplemental contract.

Each member of the bargaining unit who is to receive payment for a supplemental contract shall have the option of receiving a separate check for the supplemental contract.

8.10 Supplemental Contracts (Duration)

Notwithstanding 3719.11 of the Ohio Revised Code, supplemental contracts shall expire on the last day students are in attendance for that school year without notice to the employee unless the Board, upon the recommendation of the Superintendent, takes action to offer said member a renewal of such supplemental contract.

8.11 Severance Pay

A certificated/licensed employee with ten (10) years of service in the Lowellville Local School District, upon retirement from active service under the provisions of the Ohio State Teachers Retirement System, shall receive severance pay equal to twenty-five percent (25%) of his/her accumulated unused sick leave days. However two hundred and thirty six (236) days is the maximum number of sick leave days which may be used for the calculation of severance pay. Such payment shall be based on the per diem rate of pay at the time of retirement. Payment is to be made upon evidence of approval of retirement benefits by the Ohio State Teachers Retirement System; provided that the retirement be effected within ninety (90) days of the last day of active service. Such payment will eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee

8.12 STRS Pickup Utilizing the Salary Reduction Method

The Board of Education of the Lowellville Local School District herewith agrees with the Lowellville Education Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

- A. The amount to be "picked up" on behalf of each employee shall be the current required percentage as

stipulated by the STRS of the employee's gross annual compensation which shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.

- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall become effective October 1, 1984 and shall apply to all compensation including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- E. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- F. The amount on the employee's salary notice or contract shall be the amount used for calculating retirement pay.

ARTICLE IX

REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the number of bargaining unit positions due to return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District, decreased enrollment of pupils in the District or in an area in which a reduction is deemed necessary, abolishment of positions, or for financial reasons, then the following procedures shall apply:

- A. The Board shall notify the Union President that a reduction is necessary.
- B. The Board shall attempt to keep such reduction to a minimum by means of attrition; i.e., not replacing unit

members who resign or retire, or not replacing unit members who are non-renewed.

- C. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority. All teachers will be ranked as follows:

The three most recent evaluation cycles will be used and a numeric value applied for purposes of creating comparable evaluations:

- a. Accomplished = 4 points
- b. Skilled = 3 points
- c. Developing = 2 points
- d. Ineffective = 1 point

The three evaluation cycles will be scored, added together and placed into the following comparable groups:

Group I = 11-12 points
Group II = 6-10 points
Group III = 3-5 points

Teachers with lower seniority will be moved ahead of teachers with greater seniority in each of the continuing contract and limited contract categories only if their evaluation score is in a group that is superior. This process will be applied to the seniority list after the third and each subsequent evaluation cycle.

- D. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A unit member so affected may elect to displace a unit member who holds a lower position on a seniority list for another area of certification/licensure.
- E. The names of unit members whose contracts are suspended in a reduction in force will be placed on a recall list for up to

twenty-four (24) months from the date of reduction. Unit members on the recall list will have the following rights:

1. No new unit member will be employed by the Board while there are unit members on a recall list who are certificated/licensed for the vacancy.
 2. Unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
 3. If a vacancy occurs, the Board will send an announcement to the last known address of all unit members on the recall list who are certificated/licensed for the position. It is the unit member's responsibility to keep the Board informed of his/her current address. All unit members are required to respond in writing, via certified mail, to the District office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any unit member who fails to respond within fourteen (14) calendar days or declines to accept the position, shall be removed from the recall list. A unit member may reject a position that is not equal to the position from which he/she was RIF'd and not forfeit his/her recall rights.
 4. A unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
- F. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

ARTICLE X

DETERMINING BARGAINING UNIT SENIORITY

Seniority:

1. Seniority shall be defined as the employee's length of continuous service with the District in a bargaining unit

position commencing from the employee's first day of work. Service in an assigned position is not recognized as seniority by law.

Seniority accrual for part-time employees shall be prorated on the basis of the full-time accrual.

2. Exclusions

- a. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.
- b. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.

3. Breaking of Seniority

- a. A layoff that does not exceed twenty-four (24) months and time spent on disability retirement, or any Board-approved leave of absence, shall neither be construed to constitute a break in seniority nor to constitute years of service credit for salary purposes.
- b. An employee shall break his seniority:
 - (1) Upon resignation.
 - (2) Upon discharge.
 - (3) Upon failure to report from layoff within the designated time period after proper notification has been provided.
 - (4) Upon overstaying a leave of absence unless excused by the Superintendent.
 - (5) Upon permanent retirement.

4. Ties in Seniority Date

In the event that two (2) or more employees in the same area of certification/licensure share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the

employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in a bargaining unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and an LEA representative.

Correction of Inaccuracies in Seniority Lists

Each employee must notify the Board in writing of any inaccuracies which affect his/her seniority status. Otherwise, changes shall not be made. The Board shall investigate all reported inaccuracies and make such adjustment as may be in order. All changes/adjustments shall be reflected in the next posting.

ARTICLE XI

EMPLOYMENT OF RETIRED TEACHERS

- A. It is understood that if the Board desires to hire retired teachers, that such employees be employed under terms and conditions which differ in some respects from those established by the Negotiated Agreement for teachers who have not attained retirement status with the State Teachers Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.
- C. A retiree shall be paid at the second year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday of 7.25 hours.

- D. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. Sections 3319.11 and 3319.111.
- E. A retiree shall accumulate and may use sick leave in accordance with Article V of the Negotiated Agreement, but shall not be entitled to severance pay under Article VIII of the Negotiated Agreement or under law upon conclusion of employment as a retiree.
- F. A retiree is entitled to participate in insurances provided to bargaining unit members under Article VII of the Negotiated Agreement only by paying the full cost of such insurances.
- G. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article IX of the Negotiated Agreement, or under O.R.C. Section 3319.17.
- H. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.
- I. Any provisions of the Negotiated Agreement governing mentorship shall not apply to a retiree. This Article shall not apply to a retiree who is already employed by the Board under a teaching contract at the date on which this Agreement is effective.

- J. The Board and retiree may agree to waive any of the restrictions or increase any of the benefits set forth in this Article on a case-by-case basis before the retiree is employed by the Board.

ARTICLE XII

EFFECTS

12.01 Equal Opportunity

The Board is an equal employment opportunity employer and will continue to abide by all state and federal equal employment laws. In so doing, the Board will depend heavily on the full and effective utilization of qualified persons regardless of race, color, age, sex, religion, creed, handicap, national origin, political affiliation, marital status, beliefs, or other prejudicial restrictions. Furthermore, it is the Board's moral and legal obligation to insure that all applicants are considered for employment without regard to the aforementioned prejudicial restrictions. Likewise, there shall be no discrimination against any incumbent teacher based upon any of these prejudicial limitations.

12.02 Maintenance of Standards

The Board shall maintain all terms, conditions, and benefits of employment provided for in this contract, at not less than the level in effect as of its effective date.

12.03 Conflict with Law

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O.R.C., such provision (only to the extent such provision, application, or agreement is in conflict with any federal or state law), application, or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

12.04 Waiver of Negotiations During the Term of Agreement

The Board shall retain all rights, powers, duties, and authority granted by law and shall adopt, rescind, or modify such policies, rules and regulations as it deems appropriate except when expressly and specifically limited or restricted by the terms of this Contract. However, the parties shall remain obligated to negotiate mid-term on mandatory subjects of bargaining not already contained in this Contract, and were not addressed during the bargaining process.

12.05 Entire Agreement Clause

This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

If any portion of this Contract is ruled invalid for any reason, the remainder of the Contract shall remain in full force and effect.

12.051 In the event the Board is required to implement a provision to be in compliance with the Elementary and Secondary Education Act which effects wages, hours, other terms and conditions of employment of any bargaining unit members, including modifications of an established past practice or to an existing provision in the current agreement, the Board shall give written notice of such requirements to the Lowellville Education Association. Within fourteen (14) calendar days of receiving such notice, the LEA may submit a written demand to bargain the effects of the proposed required implementation on wages, hours or other terms and conditions of employment of any bargaining unit members. If a demand for bargaining is made, the parties shall engage in good-faith bargaining for a period of not more than thirty (30) days.

12.052 If agreement is not reached during the negotiations as set forth herein, either party may declare

negotiations at impasse after sixty (60) days from the initial meeting by written notice to the other party. Within seven (7) days after receipt of such written notice by the other party, the parties shall mutually request the service of the Federal Mediation and Conciliation Service (FMCS). Said mediation shall be conducted in accordance with the rules, regulations, and procedures of the Federal Mediation and Conciliation Service.

12.053 The fees of the mediator, if any, will be shared equally by the parties.

12.06 Agreement in Writing

Upon completion of this Agreement, it shall be printed at the joint expense of the Association and Board and copies distributed by the Association to the teachers and by the Superintendent to the Board and administration. Members of the Board shall be entitled to five (5) copies each, and the Superintendent shall be entitled to ten (10) copies. In addition, twenty-five (25) copies will be furnished to the Association.

It is mutually agreed that this Collective Bargaining Agreement will continue in full force and effect until August 31, 2016, and that all teachers will continue performing their duties in a normal manner during the duration of the Agreement. During any and all negotiations, the teachers agree to continue performing their duties in a normal and efficient professional manner.

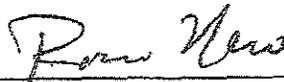
12.07 Duration of Contract

This Contract shall become effective at 12:01 a.m. on September 1, 2013, and shall continue in full force and effect until midnight, August 31, 2016.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-mentioned.

**LOWELLVILLE LOCAL
BOARD OF EDUCATION**

**LOWELLVILLE EDUCATION
ASSOCIATION**



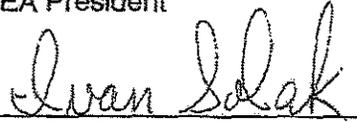
Rocco Nero
Superintendent



Theresa Ludiciani
LEA President



Arthur J. Ginnetti III
Treasurer



Ivan Solak
Neg. Team Member



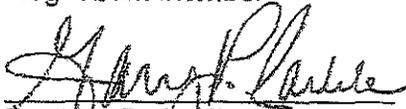
John Wilaj
Board President



Mandy Pachner
Neg. Team Member



Robert Antonucci
Neg. Team Member



Dr. Gary P. Carille
LRC/OEA/NEA

APPENDIX A
FORMAL GRIEVANCE FORM

Aggrieved Party: _____

Date of Informal Grievance Meeting: _____

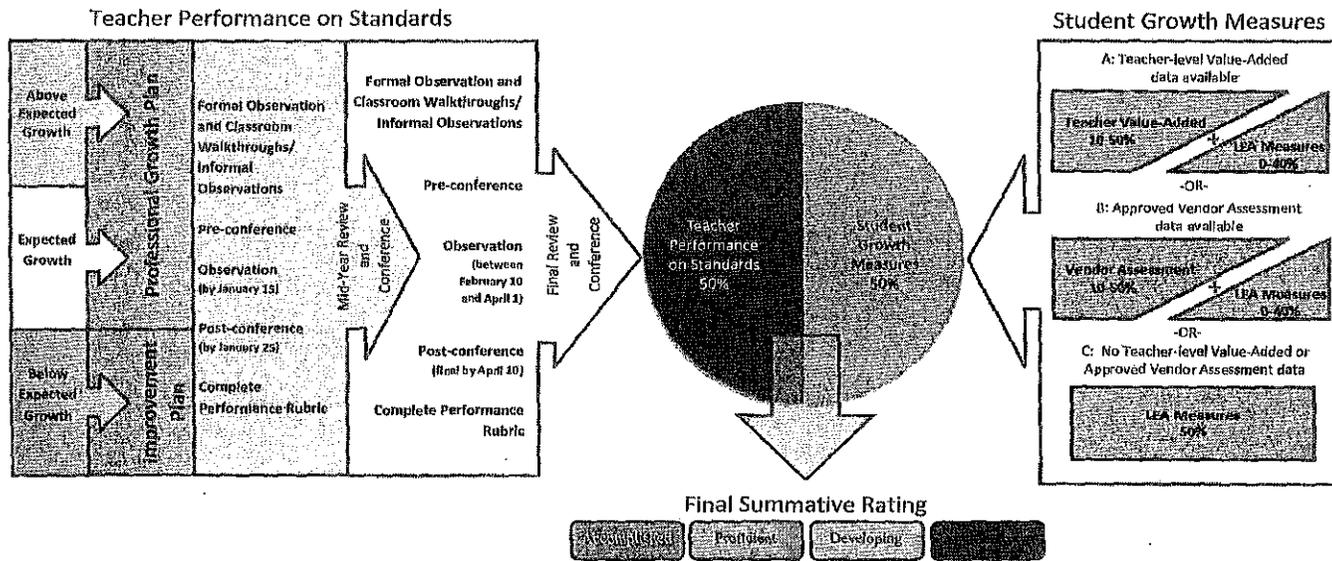
Date of Formal Grievance Filing: _____

Statement of Grievance: _____

Signature of Grievant or Association Representative

Combining Teacher Performance and Student Growth Measures

Teacher performance and student growth measures are combined in a summative teacher evaluation rating:

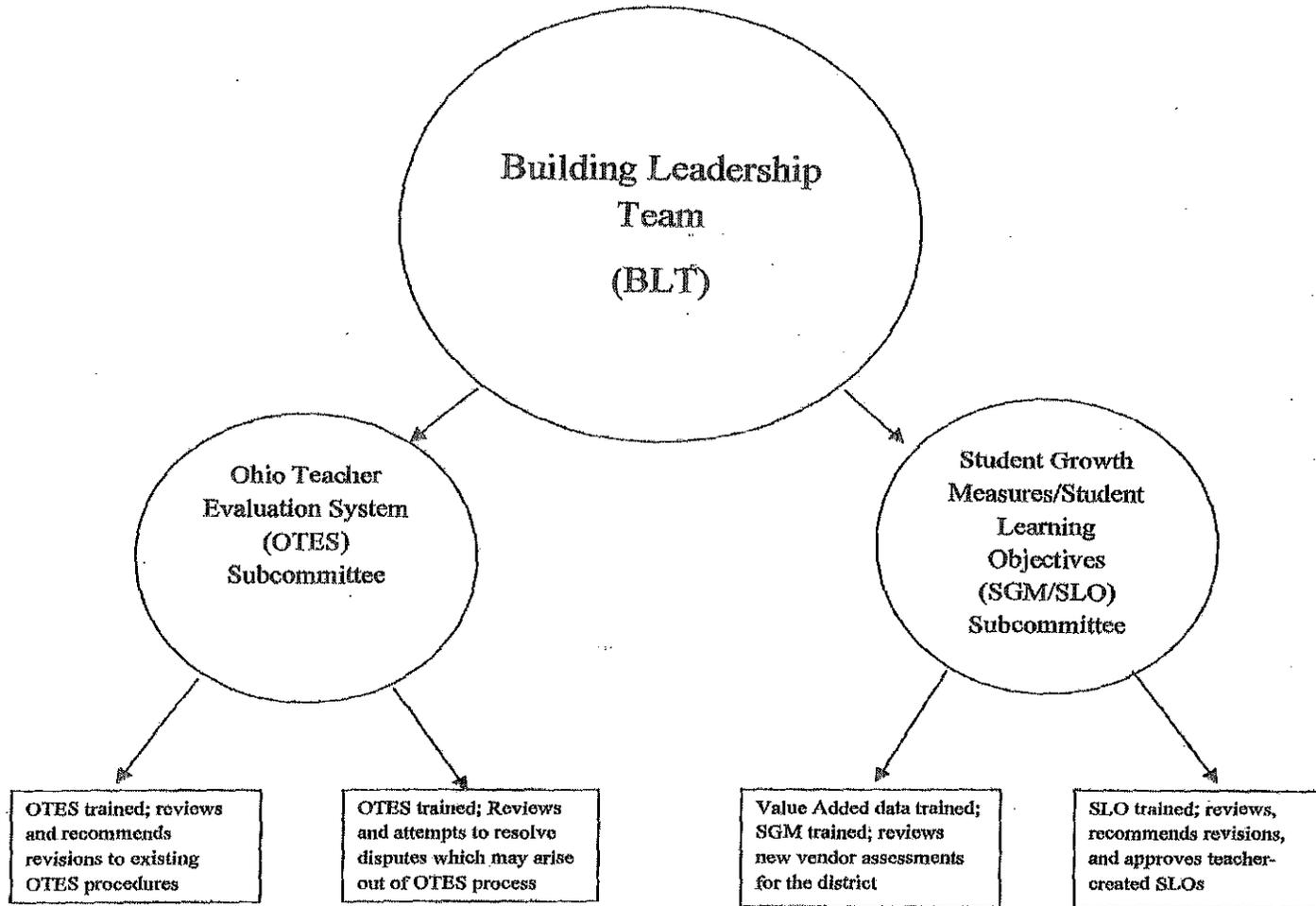


Combining Teacher Performance and Student Growth Measures

Each category's sub-scores are combined on the *lookup table to determine rating. The vertical axis of the lookup table represents student growth measures, and the horizontal axis on the table represents teacher performance. By using the lookup table, a final summative rating will be determined. See Appendix C (under development, to be added at a later date) for further information.

		Teacher Performance			
		4	3	2	1
Student Growth	Exceeded	Skilled	Skilled	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below Expected	Developing	Developing	Developing	Developing

*Pending state board adoption.



Pre-Observation Form

Teacher:

Grade:

Subject:

Date:

Ohio Standards Connections

Indicate which standards and indicators will be emphasized in this lesson.

Standard(s):

Indicator(s):

How is this lesson connected to what has been done prior to this lesson and what is yet to come in following lessons?

What will students know and be able to do as a result of this lesson?

Target(s):

Know:

Do:

Assessments

After the lesson, how will you assess to determine if students have met the goals of the lesson?

Formative Assessment(s):

Summative Assessment(s):

How will you make use of the results of these assessments?

Informal Observation: General Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

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Evaluator Signature: _____

Photocopy to Teacher

MAHONING COUNTY SCHOOL CONSORTIUM : Plan 7

Coverage Period: 07/01/2011 - 06/30/2014

Summary of Coverage: What This Plan Covers & What It Costs

Coverage for: Single or Family | Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.431.2583.

Important Questions	Answers	Why This Matters
What is the overall deductible ?	\$250/single, \$500/family Network \$500/single, \$1,000/family Non-Network Doesn't apply to co-insurance, copays and network preventive care	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, \$400/single, \$800/family Network \$1,000/single, \$2,000/family Non-Network	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit ?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the insurer pays?	Yes, \$2,500,000	This plan will pay for covered services only up to this limit during each coverage period, even if your own need is greater. You're responsible for all expenses above this limit. The chart starting on page 2 describes specific coverage limits, such as limits on the number of office visits.
Does this plan use a network of providers ?	Yes, See MedMutual.com/SBC or call 800.431.2583 for a list of participating providers.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist ?	No	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services .

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.431.2583 to request a copy.

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APPENDIX G

MAHONING COUNTY SCHOOL CONSORTIUM : Plan 7

Coverage Period: 07/01/2011 - 06/30/2014

Summary of Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO



- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Network **providers** by charging you lower **deductibles, co-payments** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 copay/visit	30% co-insurance	-----none-----
	Specialist visit	\$10 copay/visit	30% co-insurance	-----none-----
	Other practitioner office visit (Chiropractic)	10% co-insurance	30% co-insurance	(36 visits per benefit period)
	Other practitioner office visit (Acupuncture)	Not Covered		Excluded Service
	Preventive care/ screening/ immunization	No charge	30% co-insurance	-----none-----
If you have a test	Diagnostic test (x-ray)	10% co-insurance	30% co-insurance	-----none-----
	Diagnostic test (blood work)	10% co-insurance	30% co-insurance	-----none-----
	Imaging (CT/PET scans, MRIs)	10% co-insurance	30% co-insurance	-----none-----
If you need drugs to treat your illness or condition	Generic copay - retail /Rx	\$8	Does Not Apply	-----none-----
	Generic copay - mail order /Rx	\$16	Does Not Apply	-----none-----
More information about prescription drug coverage is available at MedMutual.com/SBC	Formulary copay - retail /Rx	\$15	Does Not Apply	-----none-----
	Formulary copay - mail order /Rx	\$30	Does Not Apply	-----none-----
	Non-Formulary copay - retail /Rx	\$20	Does Not Apply	-----none-----
	Non-Formulary copay - mail order /Rx	\$40	Does Not Apply	-----none-----

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.431.2583 to request a copy.

MAHONING COUNTY SCHOOL CONSORTIUM : Plan 7

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2011 - 06/30/2014

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% co-insurance	30% co-insurance	-----none-----
	Physician/surgeon fees (Outpatient)	10% co-insurance	30% co-insurance	-----none-----
If you need immediate medical attention	Emergency room services	\$50 copay/visit, deductible, 10% co-insurance		-----none-----
	Emergency medical transportation	10% co-insurance		-----none-----
	Urgent care	\$10 copay/visit	30% co-insurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	10% co-insurance	30% co-insurance	-----none-----
	Physician/ surgeon fee (inpatient)	10% co-insurance	30% co-insurance	-----none-----
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder outpatient services (drug abuse)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder inpatient services (drug abuse)	Benefits paid based on corresponding medical benefits		-----none-----
	If you become pregnant	Prenatal and postnatal care	10% co-insurance	30% co-insurance
Delivery and all inpatient services		10% co-insurance	30% co-insurance	-----none-----

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Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

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MAHONING COUNTY SCHOOL CONSORTIUM : Plan 7

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2011 - 06/30/2014

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you need help recovering or have other special health needs	Home health care	10% co-insurance	30% co-insurance	(90 visits per benefit period)
	Rehabilitation services	10% co-insurance	30% co-insurance	-----none-----
	Habilitation services (Occupational Therapy)	10% co-insurance	30% co-insurance	-----none-----
	Habilitation services (Speech Therapy)	10% co-insurance	30% co-insurance	-----none-----
	Skilled nursing care	10% co-insurance	30% co-insurance	(120 days per benefit period)
	Durable medical equipment	10% co-insurance	30% co-insurance	-----none-----
	Hospice Service	10% co-insurance	30% co-insurance	-----none-----
	If your child needs dental or eye care	Eye exam	No charge	30% co-insurance
Glasses			Not Covered	Excluded Service
Dental check-up (Child)			Not Covered	Excluded Service

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Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

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MAHONING COUNTY SCHOOL CONSORTIUM : Plan 7

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2011 - 06/30/2014

Coverage for: Single or Family | Plan Type: PPO

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental check-up (Child)
- Dental Care (Adult)
- Glasses
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing
- Routine Eye Care (Adult)

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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 800.431.2583. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 866.444.3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or www.ccoio.cms.gov.

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.431.2583 to request a copy.

MAHONING COUNTY SCHOOL CONSORTIUM : Plan 7
Summary of Coverage: What This Plan Covers & What It Costs

Coverage Period: 07/01/2011 - 06/30/2014
Coverage for: Single or Family | Plan Type: PPO

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the plan at 800.431.2583.

-----To see examples of how this plan might cover costs for sample medical situations, see the next page-----

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Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.431.2583 to request a copy.

MAHONING COUNTY SCHOOL CONSORTIUM : Plan 7

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2011 - 06/30/2014

Coverage for: Single or Family | Plan Type: PPO

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is
not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

Amount owed to providers: **\$7,540**
Plan Pays **\$6,630**
Patient Pays **\$910**

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient Pays:

Deductibles	\$300
Co-pays	\$10
Co-insurance	\$400
Limits or exclusions	\$200
Total	\$910

These numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower. For more information about your HRA or FSA, please contact your employer group.

Managing Type 2 diabetes (routine maintenance of a well-controlled condition)

Amount owed to providers: **\$5,400**
Plan Pays **\$4,860**
Patient Pays **\$540**

Sample care cost:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedure	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient Pays:

Deductibles	\$100
Co-pays	\$400
Co-insurance	\$0
Limits or exclusions	\$40
Total	\$540

Note: These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact: 800.431.2583.

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

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MAHONING COUNTY SCHOOL CONSORTIUM : Plan 7

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2011 - 06/30/2014

Coverage for: Single or Family | Plan Type: PPO

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services (HHS), and aren't specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same policy period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No**. Treatments shown are just examples.

The care you would receive for these conditions could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No**. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes**. When you look at the Summaries of Coverage for other plans, you'll find the same coverage examples. When you compare plans, check the "You Pay" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes**. An important cost is the premium you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.431.2583 to request a copy.



M.C.S.E.I.C.
Health Plan
Minimum Contributions 10% (PPO/Rx/Dental)



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Pre-Existing Condition Waiting Period	Removal upon end of Month	
Blood Pint Deductible	No Deductible – 0 Pints	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$250/\$500	\$500/\$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$400/\$800	\$1,000/\$2,000
Out of Pocket Maximums if using network and participating providers	\$650/\$1,300	\$1,500/\$3,000
Physician/Office Services		
Routine Physical Exams	100%	70% after deductible
Office Visit (Illness/Injury) ²	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$10 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	\$10 copay, then 100%	70% after deductible
All Immunizations & Injections ⁴	90% after deductible	70% after deductible
Preventative Services		
Preventive Services, in accordance with Federal law ³	100%	70% after deductible
Routine Physical Exams	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Unlimited; Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine tests ordered by physician	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Dialysis Treatments	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (30 visits per benefit period) then subject to Medical Review	90% after deductible	70% after deductible
Occupational Therapy - (30 visits per benefit period) then subject to Medical Review – Facility & Professional	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (36 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period) then subject to Medical Review	90% after deductible	70% after deductible
Radiation & Chemotherapy – includes Oral Respiratory/Pulmonary Therapy	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency & Non-Emergency use of an Emergency Room	\$50 copay, then 90%	

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Newborn Care	100%	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance Services – includes air if medically necessary	90% after deductible	
Durable Medical Equipment/Medical Supplies includes Jobst Stockings	90% after deductible	70% after deductible
Gastric Bypass Services & Follow-up - \$30,000 Lifetime Maximum	90% after deductible	70% after deductible
Home Healthcare (90 visits per benefit period)	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Human Organ Transplant	90% after deductible	70% after deductible
Initial Newborn Exam	90% after deductible	70% after deductible
Private Duty Nursing - \$5,000 maximum per benefit period	90% after deductible	70% after deductible
Sterilization – No Reversals	90% after deductible	70% after deductible
TMJ - \$500 Lifetime Maximum	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Inpatient Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a Rating of "A" or "B" in the United States Preventive Services Task force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.



M.C.S.E.I.C
Prescription Drug Option¹
Health Plan
Minimum Contributions 10% (PPO/Rx/Dental)

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 – Removal upon End of Month	
Over the Counter Drugs (Retail Only)		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole ²)	\$0	30
Formulary Retail Program with Oral Contraceptive Coverage³		
Immunizations and Generic Contraceptives	\$0	N/A
Generic Copayment	\$5	30
Formulary Copayment	\$15	30
Non-Formulary Copayment	\$25	30
Formulary Home Delivery Program with Oral Contraceptive Coverage³		
Generic Copayment	\$10	90
Formulary Copayment	\$30	90
Non-Formulary Copayment	\$50	90

Mandatory Mail Order Program – when a member chooses to fill a prescription a third time at a retail Pharmacy, it will be denied and the member will be liable for the full cost of the prescription drug.

Generic Incentive – if the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the brand copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

Important information for “Diabetics” - Over the counter diabetics supplies are covered when purchased with insulin. (Excluding the meters/monitors). You may be able to obtain diabetic supplies at no cost to you by participating in MMO’s Disease Management program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826.

Exclude: Infertility Drugs

Included:

- Weight Loss Drugs
- Growth Hormones Drugs covered up to age 19

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, inc. Formulary drugs can assist in maintaining quality care while meeting your plan’s cost containment objectives.

Benefits will be determined based on Medical Mutual’s medical and administrative policies and procedures.

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¹ Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

² Proton Pump Inhibitors (PPI’s) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

³ Coverage includes Preventive Medications, in accordance with Federal Law.

APPENDIX I

 M.C.S.E.I.C Traditional Dental Plan With Orthodontia		
Benefits		
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 – Removal upon End of Month	
Benefit Period Maximum (per member)	\$1,000	
Benefit Period Deductible (Single/Family) ¹	\$25 / \$75	
Orthodontic Lifetime Maximum – all ages	\$1,500	
Preventive Services		
Oral Exams – two per benefit period	100%	
Bite Wing X-Rays – two sets per benefit period	100%	
Prophylaxis (cleaning) – two per benefit period	100%	
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	100%	
Fluoride Treatment – one treatment per benefit period	100%	
Space Maintainers	100%	
Emergency Palliative Treatment – includes emergency oral exam	100%	
Sealants – one every rolling 36 months per tooth	100%	
Essential Services		
Consultations and Other Exams by Specialist	80% after deductible	
Minor Restorative Services	80% after deductible	
Endodontics/Pulp Services	80% after deductible	
Periodontal Services	80% after deductible	
Repairs, Relines & Adjustments of Prosthetics	80% after deductible	
Simple Extractions	80% after deductible	
Impactions	80% after deductible	
Minor Oral Surgery Services	80% after deductible	
General Anesthesia	80% after deductible	
Complex Services		
Gold Foil Restoration	50% after deductible	
Inlays, Onlays – one every five years	50% after deductible	
Crowns – one every five years	50% after deductible	
Bridgework (Pontics & Abutments) – one every five years	50% after deductible	
Partial and Complete Dentures – one every five years	50% after deductible	

MCSEIC – traditional dental – eff 07-01-2011 – non-grandfathered benefits – Federal Law to age 26 (Campbell, Jackson-Milton, Lowellville, Ed Service Center, Western Reserve, Struthers)

Benefits	
Orthodontic Services	
Orthodontic Diagnostic Services	60%
Minor Treatment for Tooth Guidance	60%
Minor Treatment for Harmful Habits	60%
Interceptive Orthodontic Treatment	60%
Comprehensive Orthodontic Treatment	60%

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹ 3-month carryover applies _____

 M. C. S. E. I. C. SuperMed Vision™ EyeMed Access Network			
Services	EyeMed Access Network	Non-Network ¹	
Dependent Age Limit	26 – Removal upon End of Month		
Professional Services (One every 12 months) Spectacle exam Contact lens exam	\$15 copayment \$15 copayment + any amount over spectacle exam	\$15 maximum \$15 maximum	
Frame (One every 12 months)	\$0 copayment (Up to \$100. 20% off anything more than \$100)	\$30 maximum	
Lenses (Uncoated plastic. One pair every 12 months) Single vision Bifocal Trifocal Lenticular	\$0 copayment \$0 copayment \$0 copayment \$0 copayment	\$10 maximum \$20 maximum \$30 maximum \$40 maximum	
Contact lenses (In lieu of lenses and frames. One pair every 12 months) Conventional Medically necessary Disposable	\$0 copayment (up to \$100) \$0 copayment (up to \$200) \$0 copayment (up to \$100)	\$40 maximum \$75 maximum \$40 maximum	

Listed below are additional ways to save on lens options and contact lenses through the SuperMed Vision program.

Lens options: If an EyeMed Vision Care provider is used, members are entitled to a discount in addition to the lens copayments listed above. The discount applies to items whether or not they are covered as part of a vision plan. The available discounted lens options are listed below.

<table border="0"> <tr> <th style="text-align: left;">Lens options</th> <th style="text-align: left;">*Discounted price</th> </tr> <tr> <td>Progressive (no-line bifocal)</td> <td>\$65</td> </tr> <tr> <td>Polycarbonate</td> <td>\$40</td> </tr> <tr> <td>Scratch-resistant coating</td> <td>\$15</td> </tr> <tr> <td>Ultraviolet coating</td> <td>\$15</td> </tr> </table>	Lens options	*Discounted price	Progressive (no-line bifocal)	\$65	Polycarbonate	\$40	Scratch-resistant coating	\$15	Ultraviolet coating	\$15	<table border="0"> <tr> <th style="text-align: left;">Lens options</th> <th style="text-align: left;">*Discounted price</th> </tr> <tr> <td>Anti-reflective coating</td> <td>\$45</td> </tr> <tr> <td>Solid tint or Gradient tint</td> <td>\$15</td> </tr> <tr> <td>Photochromic</td> <td>20% off retail price</td> </tr> <tr> <td>Glass</td> <td>20% off retail price</td> </tr> </table>	Lens options	*Discounted price	Anti-reflective coating	\$45	Solid tint or Gradient tint	\$15	Photochromic	20% off retail price	Glass	20% off retail price
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Contact lenses: Listed below are two convenient ways to obtain contact lenses

1. Visit a participating EyeMed Vision Care location and save 15% on non-disposable or medically necessary contact lenses.
2. Use the Contact Lens by Mail Program and apply discounts when ordering contacts by mail.

The discount schedule for lens options and contact lenses is subject to change by EyeMed Vision Care. EyeMed Vision Care is the administrator of SuperMed Vision.

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¹ The non-network maximum is the amount a member receives for covered vision services received from a non-network provider.

*Discounts available through EyeMed Access providers only.