

13-MED-05-0701

2189-01 K# 30777

**THE MASTER CONTRACT**

between the

**LOUISVILLE EDUCATION ASSOCIATION/  
OEA/NEA**

and the

**BOARD OF EDUCATION  
of the  
LOUISVILLE CITY SCHOOL DISTRICT  
(Stark County, Ohio)**



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STATE EMPLOYMENT  
RELATIONS BOARD

**EFFECTIVE**

**July 1, 2013  
through  
June 30, 2016**



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## **ARTICLE I. RECOGNITION**

**101** The Board of Education of the Louisville City School District (hereinafter "Board") shall continue to recognize the Louisville Education Association/OEA/NEA (hereinafter "Association") as the exclusive representative for a bargaining unit composed of all regularly employed personnel, exclusive of all substitutes who are employed fewer than sixty (60) days per year, The Athletic Director, Athletic Administrator and all supervisors and management level employees as defined in Section 4117.01 of the Ohio Revised Code. Economic benefits provided herein shall continue to be prorated as in the past in case of a regularly employed part-time employee.

**102** A "teacher" shall be defined to include classroom teachers, tutors, librarians, guidance counselors, and other certificated personnel, excluding the Athletic Director, Athletic Administrator and those supervisors and management level employees defined above.

**103** Tutors' rights and benefits under this contract are limited as a result of their being paid hourly. Thus, tutors are entitled to the rights and benefits of this Contract except as excluded or modified below.

### **A. Salary**

1. The hourly rate shall be \$13.50, and shall increase the same percentage as the BA-0 step base starting 8/1/92 per hour and any fraction thereof to the next highest quarter (1/4) hour.
2. This pay will be forthcoming for each hour scheduled with students, regardless of students' attendance, a thirty (30) minute paid lunch if scheduled three hundred (300) or more minutes per day, and each hour for attendance at meetings with Administration, teachers, or parents providing meetings have been authorized by the Administration. On day(s) that a tutor is scheduled and student(s) do not attend, the Administration may assign the tutor to other duties.

### **B. Layoff Procedure**

1. Tutors shall have no right to the layoff procedure of this Contract, either for reduction or recall.
2. The Board may reduce hours, days, or positions of tutors based on student enrollment.

C. Contract

Tutors shall not be eligible for tenure.

D. Personal Leave

Tutors shall accrue special leave at the rate of 1.3 hours for each eighty (80) hours of service.

E. Sick Leave

Tutors shall accrue sick leave at the rate of 4.6 hours for each eighty (80) hours of service.

F. Transfers To Teaching Positions

Tutors, properly certificated, shall be considered for vacant teaching positions.

G. Method of Payroll Payment

Pay will be consistent with the teacher's schedule and shall be completed by June 30th of each school year provided time sheets are submitted by Friday prior to the last week of school.

H. Insurance

Tutor eligibility for insurance benefits will be based on the number of hours worked at time of employment (new hires) or at the beginning of the work year as a fraction of six (6) hours. The percentage will not change through the course of the tutor's work year unless the tutor requests fewer hours during that time.

**ARTICLE II. NEGOTIATIONS PROCEDURE**

**201 Initiation**

A. If either party of this Agreement desires to open negotiations for a successor agreement, it shall notify the other party in writing not sooner than ninety (90) nor later than sixty (60) days prior to the expiration date of this Agreement. Written notice from the Association shall be given to the Superintendent; written notice from the Board shall be given to the Association President. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board.

B. At the first negotiating session, the parties shall exchange all written proposals for the successor agreement. At the second negotiating session, each party shall respond to the proposals of the other party. A response may take the form of a written reply or counterproposal or a combination of the two.

C. The Board and Association shall each be represented by a negotiating team of no more than four (4) members.

D. Unless otherwise mutually agreed, negotiating sessions shall be scheduled so as not to interfere with the regular work schedule of any member of the bargaining unit and shall be closed to the press and the public.

**202 Agreement**

A. Tentative agreements on negotiated items shall be reduced to writing and initialed by a representative of each party.

B. The final agreement reached through negotiations shall, within seven (7) days, be reduced to writing and submitted to the personnel represented by the Association and the Board.

**203 Impasse**

A. If, fifty (50) calendar days before the expiration of the existing Agreement, the parties are unable to reach an agreement, either party may request the State Employment Relations Board (SERB) to intervene. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Agreement.

B. If an impasse exists forty-five (45) calendar days before the expiration of the Agreement, SERB shall appoint a mediator to assist the parties in the bargaining process.

C. If the mediator, after assisting the parties, advises SERB that the parties have reached an impasse, or not later than thirty-one (31) calendar days prior to the expiration of the Agreement, SERB shall appoint within one (1) calendar day a fact-finding panel of not more than three (3) members who have been selected by the parties in accordance with rules established by SERB, from a list of qualified persons maintained by SERB.

1. The fact-finding panel shall, in accordance with rules and procedures established by SERB that include the regulation of costs and expenses of fact-finding, gather facts and make

recommendations for the resolution of the matter. SERB shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel shall make final recommendations as to all the unresolved issues.

2. SERB may continue mediation, order the parties to engage in collective bargaining until the expiration date of the Agreement, or both.

D. The following guidelines apply to fact-finding:

1. The fact-finding panel may establish times and places of hearings which shall be, where feasible, in the jurisdiction of the State.
2. The fact-finding panel shall conduct the hearing pursuant to rules established by SERB.
3. Upon request of the fact-finding panel, SERB shall issue subpoenas for hearings conducted by the panel.
4. The fact-finding panel may administer oaths.
5. SERB shall prescribe guidelines for the fact-finding panel to follow in making findings. In making its recommendations, the fact-finding panel shall take into consideration those applicable factors listed in Divisions (G)(7)(a) to (f) of Section 4117.14 of the Ohio Revised Code.
6. The fact-finding panel may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finding panel makes a final recommendation, it shall not discuss the recommendations for settlement of the dispute with parties other than the direct parties to the dispute.

E. The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations on the unresolved issues to the Board and the Association and to SERB no later than fourteen (14) calendar days after the appointment of the fact-finding panel, unless the parties mutually agree to an extension. The State shall pay one-half (1/2) the cost of the fact-finding panel. The parties each shall pay one-half (1/2) of the remaining costs.

F. Not later than seven (7) calendar days after the findings and recommendations are sent, the Board, by a three-fifths (3/5) vote of its

total membership, and the Association's membership, by a three-fifths (3/5) vote of its total membership, may reject the recommendations; if neither rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and an Agreement shall be executed between the parties, including the fact-finding panel's recommendations except as otherwise modified by the parties by mutual agreement. If either the Board or the Association rejects the recommendations, SERB shall publicize the findings of the fact and recommendations of the fact-finding panel. SERB shall adopt rules governing the procedures and methods for the Association to vote on the recommendations of the fact-finding panel.

G. If the parties are unable to reach agreement within seven (7) calendar days after the publication of findings and recommendations from the fact-finding panel or the Agreement has expired, then the Association shall have the right to strike under Chapter 4117 of the Ohio Revised Code provided that the Association has given a ten (10) calendar day prior written notice of an intent to strike to the Board and to SERB; however, SERB, at its discretion, may attempt mediation at any time.

### **ARTICLE III. GRIEVANCE PROCEDURE**

#### **301 Basic Objectives**

A. The objective of this procedure is to secure, at the lowest possible level and in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. All grievances shall be filed at the "lowest possible level." The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has the authority to make a decision.

C. All grievances shall be presented not later than twenty (20) school days after the latest, most recent occurrence of the alleged grievance. If a grievant cannot reasonably be charged with knowledge of the grievance on the day the grievance occurred, the grievance shall be filed within twenty (20) school days after the grievant obtains such knowledge or should have obtained such knowledge, but in no event shall a grievance be filed later than thirty (30) school days after the latest, most recent occurrence of the grievance.

**302 Definitions**

- A. A “grievance” is:
  - 1. any alleged violation of the Master Agreement of which this procedure is a part or any dispute with respect to its meaning or application, or
  - 2. any alleged violation of Board policies and/or administrative rules and regulations pertaining to teachers or any dispute with respect to their meaning or application.
- B. The term “grievance” shall not apply to any matter on which the Board is without authority to act under law.
- C. The “grievant” is the person or group of persons making the complaint.
- D. “School days” shall mean actual teacher working days.
- E. “Representative” means an official of or other spokesperson for the grievant.
- F. “His” shall mean “her” when applicable.

**303 Right To Assistance and Counsel**

- A. Subject to the stipulation set forth in Section 306, the aggrieved person shall have the right in his/her sole discretion to be accompanied by and receive assistance of a representative at any stage of the grievance procedure.
- B. The Association will have direct involvement in the grievance procedure prior to any settlement.
- C. Unless otherwise expressly and mutually stipulated by the Board and the Association, no informal grievance settlement shall be accorded precedential weight with respect to any future dispute that might arise.

**304 Informal Procedure**

The grievant and/or his/her representative should first discuss the grievance with the appropriate administrative authority with the objective of resolving the matter informally. Informal procedures must be initiated within twenty (20) school days, pursuant to 301C of this procedure.

## **305 Formal Procedure**

### **A. Level One**

If the grievant is not satisfied with the outcome of the Informal Procedure, the grievant may present a formal grievance in writing (attached as Appendix A) to the Principal or the Principal's designee (hereinafter "Principal") within five (5) days after the conclusion of the Informal Procedure. The Principal shall, within five (5) school days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant with a copy to the representative, if applicable, and the Association President.

### **B. Level Two**

If the grievant is not satisfied with the response of the Principal, or if no response is received within five (5) school days after the submission of the grievance, a copy of the grievance may be submitted to the next level: the Superintendent and his/her designee (hereinafter "Superintendent"). The Superintendent, at the option of either party, shall within five (5) school days after receipt of the written grievance meet with the grievant and/or representative for the purpose of resolving the grievance. The Superintendent shall within five (5) school days after the meeting, render his/her decision and the reasons therefore in writing, with a copy to each of the following: the grievant, where applicable his/her representative, the Principal and other immediate superior involved, if any, and Association President.

### **C. Level Three**

If the grievant is not satisfied with the disposition at Level Two and the grievance is of the Master Agreement as defined under 302A1, above, he/she may, within five (5) school days of the receipt of the written decision at Level Two, request that the grievance be referred to a disinterested third party for arbitration. Such request shall be in writing. Not later than ten (10) school days after such notice is given, representatives of the Board and of the Association shall meet to select the third party. If unable to agree, selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association, in accordance with its voluntary rules. Either party may reject the first panel of names and demand that a second panel be submitted from which an arbitrator will be chosen. Decisions of the arbitrator shall be binding on all parties. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

D. Level Three (Alternate)

If the grievant is not satisfied with the disposition at Level Two and the grievance is of a Board Policy and/or administrative rule and regulation, as defined under 302A2, above, he/she may, within five (5) school days of the receipt of the written decision at Level Two, request that the grievance be referred to the Board. Such request shall be in writing. Not later than the next regular meeting after such notice is given, the Board shall establish a time and place for hearing the grievance. The Board shall issue its opinion promptly after hearing the grievance.

**306 Stipulations**

A. The temporary absence of the grievant, a Principal, or the administrator shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional school days.

B. Failure by an administrator to respond to a grievance within the time limitations set forth in the procedure may result in the immediate use of Level Three of the grievance procedure.

C. Grievance records kept by the District shall not be placed in an employee's personnel file. An employee shall not suffer any reprisal, penalty, or recrimination for having filed a grievance. The protections of this paragraph shall not apply to an employee who repeatedly files nuisance or frivolous grievances.

D. No grievance will be arbitrated under Level Three of this grievance procedure unless the Association supports the grievance and represents the grievant at the arbitration.

**ARTICLE IV. MANAGEMENT RIGHTS**

**401** Except as otherwise provided in this Agreement, the Board reserves and retains all managerial authority vested in it by law including those rights enumerated in Section 4117.08 of the Ohio Revised Code.

**ARTICLE V. ASSOCIATION RIGHTS**

**501** The Association shall:

A. Receive advance copies of the Board agenda through the Board offices in advance of the Board meetings;

- B. Be provided automatically a copy of Board minutes;
- C. Have use of school buildings under the same terms and conditions as any school organization under Board Policy;
- D. Have the right to have their own bulletin board in each of the faculty lounges; and
- E. Have use of school mail for:
  - 1. Notice of meetings;
  - 2. Minutes of meetings; and
  - 3. Pertinent LEA, OEA, ECOEA and NEA information.

**502** The Labor Relations Consultant for the Louisville City School District shall be entitled to meet with members of the bargaining unit in school buildings provided:

- A. That the Labor Relations Consultant first announce his/her presence to and obtain the approval of the Building Principal or such Principal's designee; and
- B. That such visits shall not in any way interfere with or interrupt instructional programs and/or assigned duties of members of the bargaining unit. Approval will not unreasonably be withheld under this provision and the Association will not excessively use this visitation privilege.

**503** **Fair Share Fee**

- A. In recognition of the services and benefits rendered by the Association, all members of the bargaining unit either shall be members of the Association or shall share in their financial support by paying to them a fair share fee. The fair share fee shall be equal to the total Association dues.
- B. However, this same amount of monies equal to total Association dues may be contributed to the Carpenter/Garcia Scholarship Fund.
- C. The Board agrees to an automatic payroll deduction, unless payment is made in one lump sum prior to the first payroll deduction, without written authorization of the bargaining unit member of an amount equal to the total dues of the Association from the pay of all teachers who elect not to become members of the Association or who elect not to remain members. Fee payment shall be a condition of employment.

D. Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues, less the amount previously paid through payroll deduction.

E. Payroll deduction of such fair share fees shall begin at the same period as dues deductions are begun for members of the Association.

F. The Association shall notify all bargaining unit members regarding dues deduction or fair share. Dues rates and fair share fee rates shall be transmitted to the Treasurer of the Board in writing by the Association fourteen (14) calendar days prior to the first deduction for the purpose of determining amounts to be payroll deducted. The Board agrees to transmit promptly all amounts deducted to the Association.

G. The Board further agrees to accompany the initial transmittal with a list of the names of teachers for whom all such deductions are made and the amount of each individual's deductions.

H. It is specifically understood that the only responsibility the Employer assumes is to deduct the dues and service fees in the amount specified by the Association and to forward such dues according to the terms of the Agreement. The Association agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the Employer's actions or inactions involving dues and service fees.

I. If the person is a fair share fee payor, the Association confirms fair share rebate procedure complies with all applicable legal requirements.

**504 Association President Release**

A. If the Association President is a high school teacher, he/she shall be scheduled for duty during the last period of the day; the President's conference period shall be scheduled immediately prior to this duty period, and the President will be free to use these periods for Association business.

B. If the Association President is an elementary teacher, he/she shall be released from 8:05 to 8:35 a.m. and from 3:05 to 3:35 p.m. Additionally, the President shall be scheduled for resource teachers, as often as possible, during the last period of the day, and he/she will be free to use this time for Association business.

C. If a Middle School teacher is elected President, the parties shall meet to design a schedule in conformance with the above paragraphs.

**505 Release For OEA Conventions/Professional Leave**

No more than five (5) elected OEA delegates/alternates, certified in writing by the Association President, shall be released for OEA Conventions through the use of Professional Leave. Notification in writing to both the Superintendent and Principal shall be fifteen (15) days in advance. Costs incurred by this leave, except for required substitutes, shall be assumed by the delegate/alternate.

**ARTICLE VI. INSURANCES**

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

**601 Medical**

**Hospitalization/Surgical/Major Medical**

A. In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

The Board will pay 88% of the premium and the employee will pay 12% for full-time employees.

Effective with the 2016-2017 school year, the Board will pay 87% of the premium and the employees will pay 13% for full-time employees. This provision shall survive the expiration of this Agreement.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year

Co-Insurance Provision In-System:  
90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's

recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

**602 Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$65,000 for 2013-2014 and \$70,000 thereafter for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

**603 Dental Insurance**

The Board shall provide dental coverage and pay 100% of the premium.

Plan description (summary only):

- 1) Maximum benefits/covered person:  
Class I, II or III                      \$2,500/person per year.
- 2) Deductible-Ind.                      \$25 per year
- 3) Deductible-Family                      \$75 per year
- 4) Co-insurance Amounts
  - a) Class I - Prevention              100% of Usual & Customary  
(no deductible)
  - b) Class II - Basic                      80% of Usual & Customary
  - c) Class III - Major                      80% of Usual & Customary
  - d) Class IV - Orthodontia              60% of Usual & Customary

Lifetime maximum  
Orthodontia \$1200/per individual

**604 Vision**

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The Board shall pay 100% of the premium.

Specifications

1) Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.

2) Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

<u>Per Lens</u>	<u>Per Pair</u>	
Single Vision	\$ 20	\$ 40
Bifocals	\$ 30	\$ 60
Trifocals	\$ 40	\$ 80
Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$ 35	\$ 70
Contact lenses (medically necessary)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3) The allowance for medically necessary contact lenses will be paid only if:

- a) The lenses are necessary following cataract surgery;
- b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;

- c) The lenses are necessary for the treatment of anisometropia or keratoconus.
- 4) Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

- 1) Services for which vision care coverage does not provide benefits include:
  - a) Sunglasses, whether or not requiring a prescription
  - b) Drugs or medications
  - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
  - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
  - e) Orthoptics or vision training
  - f) Aniseikonic lenses
  - g) Coated lenses
- 2) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
- 3) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

**605 Liability**

- A. The parties agree and authorize the Board to purchase and pay the full premium for all members of the bargaining unit now and hereafter employed. Purchase is subject to availability.

B. If a settlement occurs in a negligence claim in which a teacher is the named party and the settlement is without the express written approval of the affected teacher, the settlement of the liability claim shall not be used by the Board and/or Administration as any detriment, reprisal, or blemish on the employee's record. However, the out-of-court settlement does not negate the obligation of the Administration to evaluate the incident.

**606 Section 125-Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

**ARTICLE VII. LEAVES**

**701 Sick Leave**

A. Each member of the certified staff shall be entitled to accumulation of sick leave up to and including 304 days effective 2013-2014, 314 days effective 2014-2015, 325 days effective 2015-2016. Leave is granted at the rate of one and one-fourth (1-1/4) days for each calendar month to a total of 15 days per year. Employees who work extended days shall be able to accumulate additional sick days based upon contracted days according to the following formula:

$$\frac{\text{Maximum from above } X \text{ (Contracted Days)}}{184}$$

Maximum sick day accumulation is rounded to the nearest half day.

B. If an employee resumes regular nine (9) month contractual status, i.e. without extended service, said employee will also immediately assume maximum accumulation of sick leave limits for said status.

C. Each newly hired teacher and any teacher who has exhausted his/her sick leave shall be credited with five (5) days of sick leave per year. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year or, if necessary, the following contractual year. If the teacher ends employment using the advanced leave and not earning the same, he/she shall have the per diem amount deducted for said unearned sick leave from the last paycheck issued by the Board.

D. Teachers may use sick leave for the following reasons limited to the total accumulation of sick leave: personal illness/injury, pregnancy, exposure to contagious disease, and illness/injury/death in the immediate family.

E. "Immediate family" means spouse, children, parents, brother, sister, grandparents, grandchildren, mother/father-in-law, brother/sister-in-law, other persons who have assumed a similar legal relationship to the teacher, and/or other residents of the teacher's home.

**702 Personal Leave**

A. Three (3) unrestricted days of personal leave shall be available each year.

Unrestricted personal leave shall not be approved prior to any scheduled days when students are not in session (as per the Board adopted school calendar), will not be approved to accept other gainful employment (except interviews), or for avoidance of in-service days, during parent/teacher conference days.

There shall not be more than 10% of the assigned teaching staff on unrestricted personal leave at any time within any school building. The days approved will be counted toward the 10% total by date of superintendent approval. Employee's initials certify compliance with conditions in this Section.

Bargaining unit members who do not utilize their unrestricted days, shall have the unused days added to their sick leave balance – day for day, ½ day to ½ day, etc.

B. Personal Leave notification must be completed for any day used. The form must include a signed statement. Notification should be given to the Building Principal forty-eight (48) hours in advance unless circumstances make compliance impossible, in which case the Principal shall be notified as soon as reasonably possible. Personal leave will not be granted on the day preceding or following a holiday, vacation or prior to any scheduled days when students are not in session (as per the Board adopted school calendar) except by approval of the superintendent or if the employee is required to appear in court pursuant to a lawfully issued subpoena.

C. The Notification Form is included hereto as part of the All-Purpose Leave Form (Appendix B).

**703 Legal Leave**

A. A teacher who is absent due to school related problems requiring the teacher to appear in court hearings, investigations, etc., shall be granted the time off with full pay and no loss of personal or sick leave.

B. A teacher shall be granted time off with full pay for jury duty, when subpoenaed as a witness and for being a defendant in a legal action without loss of personal or sick leave.

C. This leave is exclusive of any leave necessitated through grievance as outlined in Article III.

**704 Attendance at Professional Meetings**

A. The educational staff members of the Louisville City Schools are encouraged by the Board, to the extent that funds are available, to attend professional and educational meetings, workshops, and exhibits during the school year to aid them in improving the instructional progress and procedures of the Louisville City Schools.

B. All professional leave must receive prior approval by the Superintendent, and the teachers attending approved activities will be reimbursed in accordance with Board Policy.

C. OEA Convention Leave is defined under Article V (Association Rights).

**705 Assault Leave**

A. A teacher who is required to be absent without fault due to physical disability resulting from an assault which occurs in the course of Board employment while on duty on school grounds during school hours or where in attendance at a school-sponsored function shall receive assault leave.

B. Upon determination of eligibility by the Board, such leave shall be granted, not to exceed sixty (60) days, upon the teacher's delivering to the Treasurer upon request a signed statement on forms prescribed by the Board and provided by the Treasurer to the assaulted teacher. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s).

C. If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

D. Full payment for assault leave, less Workers' Compensation and any other financial remuneration, shall not exceed the teacher's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer.

E. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under ORC Section 3319.16.

F. Upon exhausting assault leave provided herein, the teacher may apply for and shall be granted additional assault leave of sixty (60) days. Teachers requesting additional leave shall supply certification from a licensed physician verifying the need for the additional leave. Approval may be given in this manner for up to 180 days.

G. Where the assaulted teacher becomes eligible for benefits under the STRS because of any disability or because of age, or where the teacher's employment by this District ceases, this leave provision shall no longer apply.

**706 Child Care Leave**

A. A teacher may request and shall be granted an unpaid leave without pay for extended illness and shall be entitled to insurance coverage provided by the Board in accordance with law.

B. If delivery of the child occurs on or prior to the end of the first semester of school, a child care leave shall be for the balance of the school year in which the delivery occurs, unless such a leave is earlier terminated as hereinafter provided.

C. If delivery of the child occurs subsequent to the first semester, child care leave shall be for the balance of the school year in which the delivery occurs and, if requested no later than May 20, shall be extended for one (1) additional school year, unless such leave is earlier terminated as hereinafter provided. In cases where the leave is granted for the next full year, the Superintendent shall, by certified mail on or before April 10th, request the teacher's intention for the following year. The Superintendent will be notified by May 1st of the following year of the teacher's intent to return in the fall. Otherwise, the position will be filled.

D. Application may be made by the teacher on child care leave at any time during the school year and the teacher may be reinstated by mutual agreement. In any case, the teacher will be reinstated not later than the beginning of the next succeeding school year.

E. Upon return from approved child care leave, the teacher shall be entitled to reinstatement to the same position with the same contractual status which the teacher held prior to the leave or, if the teacher's position is no longer available, to a substantially equivalent position for which the teacher holds valid certification.

F. Where the group insurance policy permits, a teacher on child care leave may continue to participate in those benefits which are provided to other teachers by payment of the group rate for such benefits.

G. A teacher who adopts a child, 5 years of age or less at the time of adoption, shall be entitled to child care leave.

H. A maximum of ten (10) accumulated sick leave days may be used for adoption.

**707 Extended Illness**

Any member of the certificated staff who exhausts sick leave, and upon request, shall be granted an unpaid leave of absence for the remainder of the current school year. Upon request of the member, the unpaid leave shall be extended for one more school year. Upon request of the member and with the approval of the Superintendent, further leave may be granted. The member on leave without pay for extended illness shall be entitled to insurance coverage provided by the Board in accordance with law.

**708 Professional Organizational Leave**

A. Upon written request from a member of the certified staff elected to a state or national office of a professional education related organization, i.e. NEA, OEA and like organizations, the Board shall grant an unpaid leave of absence for up to a two (2) year period. A renewal of two (2) additional years shall be granted upon request if received no later than May 20.

B. This policy shall also include monthly leave requests for same purposes as has been past practice.

**709 Sabbatical Leave**

A. A teacher who has completed five (5) years of service in the Louisville City School System may, with permission from the Board, be entitled to take a leave of absence without pay for one or two semesters subject to the following restrictions:

1. Application must be submitted by April 1 of school year prior to beginning of leave.
2. A plan of study in education must be approved by the Superintendent.
3. The teacher must provide evidence at the conclusion of the leave that the plan was followed and credit received.
4. This Section is subject to all other provisions of Section 3319.131 of the Ohio Revised Code.

**710 Alternative and Supplemental Leave**

As an alternative to leave under Section 701 or as a supplement to Section 706, a teacher may take up to twelve (12) weeks of unpaid leave in any twelve (12) month period because of the birth of a child or the placement of an adoption or foster care child with the teacher or for care of a spouse, child or parent who has a serious health condition. During such leave, the teacher will be entitled to continuation of health benefits with the same level of Board contribution as exists during work time. To the extent a teacher receives pay under Section 701, such time in pay status shall be credited against the twelve-week leave period. To qualify for use of the leave for care of a spouse, child or parent, the teacher must submit certification satisfactory to the Board. To be eligible for leave under this Section, the teacher must have worked at least 1,250 hours in the prior twelve (12) month period. For purposes of this Section, the prior twelve (12) month period is considered to be the prior school year.

**ARTICLE VIII. TEACHING ENVIRONMENT**

**801 Length of School Year**

A. The work year for regular teachers may be no longer than 184 workdays with no more than one hundred eighty (180) student days.

B. Should the Board increase the length of a school year beyond 184 workdays for extended time persons, any affected members of the bargaining unit will receive compensation for each day worked beyond

184 equal to the member's annual salary as indicated in Article X (i.e. exclusive of any supplemental contract) divided by 184.

**802 School Calendar**

A. Prior to the Board's adoption of the school calendar, the Superintendent will meet with the chairman of an Association Calendar Committee to discuss the metropolitan calendar and other proposals. Following this conference with the chairperson of an Association Calendar Committee, the Superintendent will submit to the certified staff at least two (2) proposed calendars for a preference vote. However, it is recognized that the Board has the sole authority to adopt the school calendar.

B. As a part of the annual school calendar, parent/teacher conference dates and times shall be determined by a vote of the teachers in each building and approved by the Board and Association Calendar Committee. The district calendar shall include a uniform compensatory day for conferences.

C. Calamity days that are required to be made up by the State of Ohio shall not be scheduled during Spring Break.

**803 Normal Workday**

A. The normal workday shall be a continuous seven and one-half (7-1/2) hours from 7:30 a.m. until 3:45 p.m.. However, for teachers who volunteer, the day could start one period earlier than the day above and would end one period earlier for that teacher, or the day would start one period later than above for a teacher that teaches a class one period after the day above ends. This alternative must be approved by the Administration.

B. Members of the bargaining unit may be required to be present before or after school for meetings called by the Building Principal which shall not aggregate more than ninety (90) minutes in a calendar month at which time personnel will be excused.

C. Attendance at PTO meetings and other functions shall be voluntary.

**D. Preparation Period**

At least forty-five (45) continuous minutes of preparation time per day shall be provided within the normal student day for high school and non-team teaching Middle School teachers. However, for elementary teachers, the minimum preparation time in the aggregate shall be forty-five (45)

minutes per day. Also, any release time by a specialist shall be considered additional preparation time.

E. All teachers will have a minimum uninterrupted lunch period of thirty (30) continuous minutes.

F. Teachers' liability for collecting fees shall be only in instances of their own gross negligence.

**804 Curriculum Study**

A. Teacher participation in curriculum planning and revision during the school day shall be equitably distributed among the teachers affected. When committee members are required by the administrators to work on curriculum matters during the school day, they shall be given release time.

B. Participation in curriculum planning after school hours shall be voluntary. However, those who agree to supplemental contract for these duties shall be compensated at \$15.00 per hour for the number of hours contracted. After hours shall be scheduled at the Curriculum Director's discretion.

C. Curriculum work during the summer shall also be supplementally contracted for those who agree and shall be compensated at \$15.00 per hour for the number of hours contracted at the discretion of the Curriculum Director.

**805 Instructional Load**

A. 2013-2014 schedule shall remain as currently assigned: The standard teaching load for senior high teachers will be five (5) classes, duty, lunch and conference period. When a mutual agreement is reached with the principal, a teacher may choose another class assignment instead of the assignment of study hall or student supervision. The total number of periods in the day shall not be changed without mutual agreement of the parties.

B. Beginning 2014-2015: The standard teaching load for senior high teachers will be six (6) classes or five (5) classes and one (1) duty of continuous minutes, not to exceed the length of the longest class period, lunch and conference period. When a mutual agreement is reached with the principal, a teacher may choose another class assignment instead of the assignment of study hall or student supervision. The total number of periods in the day shall not be changed without mutual agreement of the parties.

C. The standard teaching load for middle school teachers will be five (5) classes, preparation period, duty, lunch or six (6) classes, preparation period and lunch.

D. Middle school (academic community) teachers will be guaranteed at least one (1) team planning time and one (1) conference/planning periods (one for team and one for individual preparation) during the teacher day. Middle school teachers scheduled for a team planning time period must meet daily, as a group, for a major portion of the period. Team planning time shall be at least 25 minutes per day.

E. For teachers who have multiple building responsibilities, the total time spent in assigned duties will not exceed the standard high school teaching load, and five (5) classes will be assigned unless the teacher prefers or consents to having six (6) classes.

F. Staffing ratios for classroom teachers and educational resource personnel shall be in accordance with 3301-35-03 of the Minimum State Standards for elementary and secondary schools and ORC 3307.012.

**806 New Programs**

No teacher shall be required to participate in any pilot program or grant (except for grants that must be applied for and approved during the summer recess where teachers affected will be notified upon grant application), unless it is of his/her own choosing and he/she has had input.

**807 Department Chairpersons**

Those persons chosen as department heads shall be granted at least one (1) additional conference period of the same length as a standard academic period at the Senior High School.

**808 Split Classes**

The Board and Association recognize that under normal circumstances multi-grade level classes are less desirable than single-grade level classes at the Elementary level. However, both parties recognize the need from time to time to have multi-grade level classrooms in order to equalize class loads without transferring students from their home school.

**809 Release of Elementary Teacher By Specialist**

A. Elementary teachers shall not be required to remain with their students when a specialist teacher is present unless assistance is required as a safety precaution.

B. Library skills required by the course of study shall be taught by the classroom teacher.

**810 Job Sharing**

Two teachers, each of whom must be properly certificated and singularly employable in a specific full-time assignment, who agree to split a full-time assignment may do so, with approval of the Principal, the Superintendent and Board. These job sharing assignments shall be reviewed and approved annually by the Superintendent.

**811 Resident Educator Program**

Each year the Board will review and get input from the Labor Management Committee on a board policy for the Resident Educator Program. After Board adoption, a handbook will be printed and distributed to the certificated staff, which shall include the pages attached hereto.

**812 First Aid Supplies**

Band aids and latex gloves will be made available in reasonable quantities to any teacher who desires such supplies in his/her classroom/office.

**813 Drug Free Workplace**

A. No employee of the District engaged at work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance defined as illegal in federal or state law.

B. Each employee shall notify the Superintendent of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five days after such conviction if not incarcerated or hospitalized for this five day period.

C. An employee who violates the terms of this Section shall be subject to disciplinary sanctions, up to and including termination of employment and referral for prosecution, as may be permitted under the applicable State and federal law and this Contract.

**814 Smoke Free Environment**

The parties agree that they will comply with any federal or state mandate restricting smoking in District owned, leased or contracted buildings where routine or regular kindergarten, elementary, secondary or library services are

offered to children. Further, the parties agree that effective January 25, 1995, smoking will be prohibited in District owned, leased or contracted buildings. Employees shall not smoke in the view of community members or students on District owned, leased or contracted grounds.

**815 Education of Students With Disabilities**

A. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environs. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with his/her individual special needs.

B. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:

1. The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
2. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
3. The cost of necessary supplementary services.

C. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of that Plan and will be given the opportunity to provide input and feedback in the development (where possible), implementation or revision of that Plan. The IEP/504 Plan will designate the individual to whom the teacher should go to discuss questions and concerns related to Subsection 2, above, or seek revisions or interventions.

D. Recognizing that special classes, separate schooling or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

1. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;
2. Providing inservice training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;
3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

E. To the extent practical, IEP/504 meetings or staffings will be held during the work day.

F. Bargaining unit members primarily responsible for the writing of IEPs or 504 Plans shall receive up to two days of release time per year for the writing of those plans as determined by the Special Education Supervisor, Principal, and professional staff member. A third day may be requested if the load exceeds State standards.

G. Teachers who are assigned medically fragile students shall not be required to perform related services unless they have been adequately trained.

H. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students.

I. Any issues relating to:

1. a student's eligibility for special education or accommodations under the IDEA or Section 504;
2. the contents or appropriateness of a student's IEP/504 Plan; or

3. the student's placement are not grievable.

**816 Student Medical Needs**

Teachers who dispense medication shall be held harmless by the Board for negligence associated with the disbursement of medication.

**817 Notification of Criminal Behavior**

When a student is assigned to a teacher, the Administration will notify the teacher if such student has a known history of criminal type behavior of an aggressive, violent nature.

**818 Reporting of Grades**

It is recognized that teachers may complete grade collection for the grading period two (2) days prior to the end of the grading period.

**819 Local Professional Development Committee**

A. The term of membership for LPDC members shall be three (3) years, except the initial term, which shall be staggered (1 year, 2 years, 3 years) to provide continuity. Vacancies arising during a term will be filled in the same manner as the initial process.

B. The LPDC shall be composed of seven (7) members. Four (4) persons shall be selected by the Association through the process identified in the Association Constitution and shall have representatives from elementary, middle school and high school. The three (3) other persons shall be selected by the administrative staff. All members should have at least three (3) years of teaching experience and agree to participate in professional development which shall be paid for or provided by the Board during release time.

C. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.

D. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators whose plans are not approved may appeal to the Assistant Superintendent/Director of Curriculum as the first step. If the administrator still feels that his/her plan should be approved and the denial was not educationally sound, he/she can make his/her appeal to the Superintendent.

E. The LPDC will meet once a month outside of the school day during the school year. Additional meetings, when necessary, will be approved by the Superintendent and the LEA President. Committee members shall be paid at the rate of \$16.00 per hour, and the LPDC Chairperson shall be compensated at the rate of \$18.00 per hour.

F. LPDC members shall be afforded the opportunity to attend training related to performance of their duties. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Curriculum Director and/or Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate professional development activity for committee members on the LPDC.

G. Secretarial services, certificate/license tracking services, and storage of information will be provided for by the Curriculum Department and coordinate with the Superintendent. These services will be paid for by the Board.

H. Educational/professional development plans shall be submitted in writing to the LPDC for approval on a standard form, which will be developed by the LPDC. The LPDC shall determine whether course work that a Louisville employee proposes to complete meets the rules established by the State Board of Education. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

## **ARTICLE IX. TEACHER RIGHTS**

### **901 Evaluation**

The Evaluation Committee, composed of an equal number of individuals appointed by the LEA and an equal number appointed by the Superintendent, must reach agreement by a majority vote of its full membership.

### **902 Complaints Against Teachers**

A copy of any complaint lodged against a teacher that becomes a matter of record will be forwarded to the affected teacher. The affected teacher will be given an opportunity to answer any such complaint.

**903 Rights to Representation**

At any hearing before the Board or Superintendent that foreseeably may become a matter of disciplinary record, the teacher to whom the hearing pertains may, at the teacher's request, be accompanied by one (1) representative of the Association.

**904 Nonrenewal of Limited Contract Persons**

A. As to limited contract teachers with more than one (1) school year of service in the District, the Building Principal is responsible for submitting to the Superintendent not later than the end of the first semester a written report concerning any such teacher or teachers having a negative teaching experience at such time to the extent that if the situation were to continue uncorrected, nonrenewal of the teacher's contract would be in order. Such report will not be submitted in the absence of a minimum of one (1) formal evaluation completed by January 15th. The report shall include the specific recommendations regarding any improvements needed, but not corrected, in the performance of the teacher being evaluated and the means by which the teacher has been recommended to obtain assistance in making such improvement. A copy of the report shall be given to the teacher.

B. Not later than the 15th day of March, the Principal shall make a second written report to include a statement of any further efforts to help the teacher. If the Principal becomes convinced the member should be nonrenewed, he must submit the report and recommendations to the Superintendent with a copy being given to the teacher.

C. If the Superintendent is considering a recommendation for nonrenewal, he shall confer with the Principal and teacher prior to making his recommendation.

D. For any teacher who has been renewed for the third year, action taken by the Board or Administration shall not be arbitrary, capricious, or unreasonable. Termination, however, shall be subject to 3319.16 and 3319.161 of the Ohio Revised Code.

**905 Classroom Presentation**

A. Written lesson plans are to be developed by each individual instructor. These plans will be used for the benefit of the instructor and to insure that the instructor is teaching within the adopted course(s) of study. Lesson plans may be reviewed at any time by the Administration during the workday and may be collected by the building administrator within the one-week period surrounding any observation of the teacher to aid in

the evaluation process. Lesson plans, however, shall not be graded for purposes of evaluation.

B. The teacher shall have the right to perform classroom responsibilities using his/her professional expertise in a manner which will best encourage an understanding of the educational subject matter so long as such right is exercised within the parameters of adopted course(s) of study, current Board policy and Administration supervision.

**906 Transfers**

A. There are two types of transfers: voluntary and involuntary. Transfers shall be from one full-time non-extra duty position to another.

B. Voluntary transfers must be initiated by the teacher for a vacant position for which he/she is properly certified. Said transfers are subject to the approval of the Superintendent.

C. Involuntary transfers shall be for good reasons and shall be recommended and approved by the Superintendent. If a teacher is to be involuntarily transferred to a different building, or to a different grade in elementary grades, or to a different department, the Administration shall meet with the teacher upon the teacher's request to share the rationale for this action. No teacher shall be transferred to a position for which he/she does not hold a provisional, professional, permanent, or life certificate without the teacher's expressed written approval. The Superintendent will make a reasonable effort to avoid involuntary transfers in consecutive years.

**907 Vacancies**

A. Vacant and newly-created certificated positions will be posted for a period of five (5) school days on building bulletin boards and at the Administration Offices. The District will inform the staff of the Board meeting updates which must be provided to each member in June and July (if any such position is vacated or created during the summer vacation.)

B. In filling a vacant or newly-created certificated position, the Board will consider all qualified members of the bargaining unit who apply in writing to the Superintendent for such position.

C. Nothing in this Section shall be construed as prohibiting the Board from filling a position forthwith without regard to this Article in the event a position is vacated or created between July 15th and the beginning of the school year or in the event of an emergency.

**908 Committees**

A. There shall be established a Faculty/Administrative Committee in each building to resolve concerns. This committee shall meet monthly if concerns are placed on an agenda the Friday prior to the scheduled meeting date. If no concerns are listed, no meeting is needed. Minutes of the meeting shall be distributed and approved by all participants and then published for the building. A copy of the meeting agenda and minutes shall also be provided to the Association President and Superintendent.

B. Any District-wide concerns shall be resolved on the Association level with the Superintendent.

C. The committees are restricted from discussing topics that are covered by collective bargaining.

**909 Individual Contracts**

A. All members of the bargaining unit shall be issued contracts containing the following: (Note: In years of negotiations, revised salary notifications will be issued with the first paycheck for the new contract year.)

1. Name of the member;
2. Name of School District and Board;
3. Type of contract and number of years if more than one;
4. Annual compensation, degree and years;
5. School year of 184 days;
6. Provision stating that this individual contract is made subject to Board rules and regulations except for and to the extent of the terms and conditions of the Master Agreement; and
7. Authenticated signatures of Treasurer and teacher.

B. Sequence of Limited Contract

1. Upon initial employment, unless eligible for and offered a continuing contract, a teacher shall be issued a regular teaching contract as follows until eligible for and offered a continuing contract.

- a. 1st, 2nd, 3rd, and 4th year teachers will receive a one-year limited contract,
  - b. followed by no more than three (3) two-year limited contracts.
  - c. All succeeding contracts will be three-year limited contracts.
  - d. Any teacher on a contract longer than above shall continue receiving the same length contract as the one currently held.
2. Current teachers shall be offered the length of contract as per above based upon length of service in the District.
- C. Limited, Continuing, Supplemental Contract forms are attached as Appendices F, G, H and I.

**910 Reduction in Number of Teachers and Restoration**

When the Board deems it necessary to reduce the number of certified staff positions other than through attrition, it shall do so in the following manner:

1. The Superintendent will meet with the President of the Association to discuss the intended staff reduction prior to the Superintendent's making his recommendation to the Board for such action.
2. The Superintendent will make available:
  - a. A list of all teachers in the system by contract status, teaching field, continuous years of system-wide service in Louisville, and all areas of certification;
  - b. A list of specific positions to be reduced in each building; and
  - c. A Reduction In Force personnel list.
3. The following guidelines for Reduction In Force and their restoration shall apply:
  - a. Attrition: The number of persons affected by a Reduction In Force will be kept to a minimum by not employing replacements, insofar as practicable, for teachers who retire or resign or whose limited contracts are not renewed.

b. Layoff

- 1) Effective 2013-2014 & 2014-2015: The reasons for reduction are one of those listed in ORC 3319.17. There may also be a reduction in staff of no more than one-half (1/2) of the personnel employed over the State Minimum Standards, if required by the State of Ohio as a result of State loan approval. Reduction not achieved by attrition shall be accomplished first by laying off teachers who do not have continuing contracts through suspension of contract, as appropriate, and second, if necessary, by suspending continuing contracts. Among teachers within each of these two groups, preference for retention shall also be given based on certification to teachers with longer continuous service in the Louisville Schools.
  
- 2) 2015-2016 & 2016-2017: The reasons for reduction are one of those listed in ORC 3319.17. There may also be a reduction in staff of no more than one-half (1/2) of the personnel employed over the State Minimum Standards, if required by the State of Ohio as a result of State loan approval. Reduction not achieved by attrition shall be accomplished first by laying off teachers who do not have continuing contracts through suspension of contract, as appropriate, and second, if necessary, by suspending continuing contracts. Among teachers within each of these two groups, preference for retention shall also be given based on certification to teachers with longer continuous service in the Louisville Schools. The limitation on the board's ability to lay off in the sentence above that says "There may also be a reduction of staff of no more than one-half (1/2) of the personnel employed over the State Minimum Standards, if required by the State of Ohio as a result of State loan approval" shall not apply for any reduction effective for the 2015-2016 or 2016-2017 school year.

This provision shall survive the expiration of this Agreement for the 2016-2017 school year.

- 3) During layoff, persons will still have medical insurance continued. The teacher shall reimburse monthly the Treasurer of the District or his/her designee the Board's COBRA cost of Hospitalization and Major Medical.

- 4) **Seniority:** Continuous service in the Louisville Schools shall mean length of continuous service, on a contracted basis and including approved leaves of absence, in the Louisville Schools. Should a tie occur, seniority will be determined first by date of Board action on hire, and second, on date a continuing contract is issued. Thereafter, ties will be broken by discretion of the Board. Under ORC 3319.17, seniority may not be used unless evaluations are comparable. Comparable shall mean teachers who are rated Accomplished, Skilled and Developing.
- c. **Restoration:** Teachers suspended last and holding the proper certification as defined in 2a and 2b shall be restored first. No new teachers shall be employed so long as there are teachers with proper certification on the reduction list. Only certification held at time of Reduction In Force shall be considered in determining restoration.
- d. **Notification of Reduction**
  - 1) Persons to be restored shall be notified by certified mail and/or receipted methods to last known address. It is the teacher's responsibility to keep the Superintendent informed of his/her current address.
  - 2) Any teacher who fails to respond in writing affirmatively to the Superintendent's Office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.
  - 3) The Association is to receive a list of those in the order of restoration.
  - 4) The reduction list is to be maintained for two (2) years.

Except as provided below, for the 2013-2014, 2014-2015 and 2015-2016 school years, there shall be no individuals laid off due to a reduction in force.

However, for the 2015-2016 & 2016-2017 school years, a reduction in force may occur if the per pupil count drops below 3,025 on the October 2015 count or for finances. The LEA cannot institute any grievance, administrative action or litigation regarding the decision to institute a layoff but only whether the correct individuals were laid

off. This provision shall survive the expiration of this Agreement for the 2016-2017 school year.

**911 Personnel Record File**

A. Any member of the professional staff shall have the opportunity to read and be provided a copy of any material concerning his/her conduct service, character or personality before it is placed in his/her official personnel file and it shall be dated the date of review. A member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/Her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. The Board shall keep and maintain a single personnel file on each teacher. He/She shall also have the opportunity to reply to such material in a written statement to be attached to the file copy, and nothing in this Article shall be construed to conflict with Chapter 1347 of the Ohio Revised Code.

B. Members of the professional staff shall be informed of any complaint by a parent and/or student which is directed toward them and which will become a matter of record.

C. Anonymous letters or materials shall not be placed in a member's file nor shall they be a matter of record. Each member shall have the right, upon request, to review the contents of his/her own personnel file in the presence of a member of the administrative staff. A representative of the Association may, at the member's request, accompany said member in such a review.

D. All materials being placed in the personnel file of any teacher shall be dated on the date it is received by the Superintendent's Office and a copy shall be provided to the teacher prior to insertion in the file.

E. Teachers may make written objection to or grieve retention of any information contained in the personnel file which is not accurate, relevant, complete, timely and identified as to source. Any written objection must be signed by the staff member and will become part of the teacher's personnel file.

**ARTICLE X. SALARIES**

**1001** All salaries will be rounded to nearest \$5.00.

**1002** The BA+15 column is the total of 15 semester hours of approved college credit earned beyond the Bachelor's degree.

**1003** The MA+15 column is the total of 15 semester hours of approved college credit earned beyond the Master's degree.

**1004** The MA+30 column is the total of 30 semester hours of approved college credit earned beyond the Master's degree. MA+30 hours must be education-related coursework.

**1005 Salary Schedule Adjustments: For the 2013-2014, 2014-2015, 2015-2016 School Years**

Teachers may advance on the salary schedule from one degree level to another, or to the immediate step beyond a degree, such as B.S. to plus 15 twice during a school year upon successful completion of schedule requirements. Transcripts or certified confirmation from the training institution shall be presented to the Superintendent to verify the completion of course work on or before September 15 for first semester placement and on or before January 15 for second semester placement.

**1006 Index**

<u>YRS</u>	<u>BA/BS</u>	<u>BA+15</u>	<u>MA/MS</u>	<u>MA+15</u>	<u>MA+30</u>
0	1.000	1.025	1.067	1.077	---
1	1.043	1.073	1.122	1.134	---
2	1.086	1.121	1.177	1.191	---
3	1.129	1.169	1.232	1.248	---
4	1.172	1.217	1.287	1.305	---
5	1.221	1.270	1.352	1.373	---
6	1.270	1.323	1.417	1.441	---
7	1.319	1.376	1.482	1.509	---
8	1.368	1.429	1.547	1.577	---
9	1.417	1.482	1.612	1.645	---
10	1.466	1.535	1.677	1.713	---
11	1.515	1.588	1.742	1.781	---
12	1.564	1.641	1.807	1.849	---
13	1.613	1.694	1.872	1.917	---
14	1.613	1.694	1.872	1.917	---
15	1.655	1.739	1.921	1.969	1.985
16	1.655	1.739	1.921	1.969	1.985
17	1.655	1.739	1.921	1.969	1.985
18	1.655	1.739	1.921	1.969	1.985
19	1.655	1.739	1.921	1.969	1.985
20	1.687	1.774	1.960	2.011	2.035
21	1.687	1.774	1.960	2.011	2.035
22	1.687	1.774	1.960	2.011	2.035
23	1.687	1.774	1.960	2.011	2.035
24	1.687	1.774	1.960	2.011	2.035
25	1.719	1.809	1.999	2.053	2.089
26	1.719	1.809	1.999	2.053	2.089
27	1.719	1.809	1.999	2.053	2.089
28	1.739	1.829	2.019	2.073	2.113
32	1.779	1.869	2.059	2.113	2.173

**LOUISVILLE SALARY SCHEDULE 2013-2016** 33,610

<u>YEARS</u>	<u>BA/BS</u>	<u>BA+15</u>	<u>MA/MS</u>	<u>MA+15</u>	<u>MA+30</u>
STEP 0	33,610	34,450	35,860	36,200	0
STEP 1	35,055	36,065	37,710	38,115	0
STEP 2	36,500	37,675	39,560	40,030	0
STEP 3	37,945	39,290	41,410	41,945	0
STEP 4	39,390	40,905	43,255	43,860	0
STEP 5	41,040	42,685	45,440	46,145	0
STEP 6	42,685	44,465	47,625	48,430	0
STEP 7	44,330	46,245	49,810	50,715	0
STEP 8	45,980	48,030	51,995	53,005	0
STEP 9	47,625	49,810	54,180	55,290	0
STEP 10	49,270	51,590	56,365	57,575	0
STEP 11	50,920	53,375	58,550	59,860	0
STEP 12	52,565	55,155	60,735	62,145	0
STEP 13	54,215	56,935	62,920	64,430	0
STEP 14	54,215	56,935	62,920	64,430	0
STEP 15	55,625	58,450	64,565	66,180	66,715
STEP 16	55,625	58,450	64,565	66,180	66,715
STEP 17	55,625	58,450	64,565	66,180	66,715
STEP 18	55,625	58,450	64,565	66,180	66,715
STEP 19	55,625	58,450	64,565	66,180	66,715
STEP 20	56,700	59,625	65,875	67,590	68,395
STEP 21	56,700	59,625	65,875	67,590	68,395
STEP 22	56,700	59,625	65,875	67,590	68,395
STEP 23	56,700	59,625	65,875	67,590	68,395
STEP 24	56,700	59,625	65,875	67,590	68,395
STEP 25	57,775	60,800	67,185	69,000	70,210
STEP 26	57,775	60,800	67,185	69,000	70,210
STEP 27	57,775	60,800	67,185	69,000	70,210
STEP 28	58,450	61,475	67,860	69,675	71,020
STEP 32	59,790	62,815	69,205	71,020	73,035

2013-2014: No movement on the steps / no base increase / add a step 32/ contingency 50% of the district's projections above \$13,924,743 made in a one-time lump sum payment calculated on 2013-2014 salary up to a maximum of 1%, paid no later than the 2<sup>nd</sup> pay of July 2014. In order for this paragraph to become effective, the payment must be at least \$50 per person. (see attached contingency language) \* see contingency language for ESC deduction.

2014-2015: 1 step, if eligible, July 1, 2014 / no base increase/contingency above the district's projections of \$13,775,810, after subtracting the cost of the index, 50% of such increase shall be made in a one-time lump sum payment calculated on 14-15 salary up to a maximum of 1% with payment being made no later than the second pay in July 2015. (see attached contingency language) \* see contingency language for ESC deduction.

2015-2016: 1 step, if eligible, July 1, 2015. Base increase of 1% beginning of the 2015-2016 school year if the 1% contingency payments have been paid in years 2013-2014 and 2014-2015. If both contingencies have not been paid, then a contingency of 50% above \$13,626,877 after subtracting cost of index up to a maximum of 1% will be placed on the base and paid no later than the second pay in July 2016. (see attached contingency language) \* see contingency language for ESC deduction.

The parties agree that for the 2016-2017 contract year, one annual step, if eligible, will be implemented and paid in the usual manner over the course of the school year.

#### Contingencies

1. 2013-2014 school year:

If the district's revenue projection on line 1.035 exceed \$13,924,743, a one-time lump sum payment, calculated on the 2013-2014 salary shall be paid up to a maximum of 1%. Such payment shall be made no later than the 2<sup>nd</sup> pay of July 2014. In order for this paragraph to become effective, the payment must be at least \$50 per person.

If the district receives revenue directly that was previously paid to the ESC on behalf of Louisville, such revenues will be subtracted from the difference between actual and the \$13,924,743.

e.g.	actual	\$14,000,000
	projected	<u>\$13,924,743</u>
		\$75,257
	ESC deduction	<u>- xxx</u>
		\$xxx multiplied by 50% up to 1%

2. 2014-2015 school year:

If the district's revenue projection on line 1.035 exceed \$13,775,810, after subtracting the cost of the index, 50% of such increase shall be made in a one-time lump sum payment, calculated on the 2014-2015 salary up to a maximum of 1%. Such payment shall be made no later than the 2<sup>nd</sup> pay of July 2015.

If the district receives revenue directly that was previously paid to the ESC on behalf of Louisville, such revenues will be subtracted from the difference between actual and the \$13,775,810.

e.g.	actual	\$14,000,000
	projected	<u>\$13,775,810</u>
		\$224,190
	ESC deduction	<u>- xxx</u>
	Cost of index	<u>- xxx</u>
		\$xxx multiplied by 50% up to 1%

3. 2015-2016 school year:

The base shall be increased 1% beginning of the 2015-2016 school year if the 1% contingency payments have been paid in years 2013-2014 and 2014-2015.

If both contingencies have not been paid, then a contingency of 50% above \$13,626,877, after subtracting the cost of the index, up to a maximum of 1% will be placed on the base. Such payment shall be made no later than the 2<sup>nd</sup> pay of July 2016.

If the district receives revenue directly that was previously paid to the ESC on behalf of Louisville, such revenues will be subtracted from the difference between actual and the \$13,626,877.

e.g.	actual	\$14,000,000
	projected	<u>\$13,626,877</u>
		\$373,123
	ESC deduction	<u>- xxx</u>
	Cost of index	<u>- xxx</u>
		\$xxx multiplied by 50% up to 1%

4. The parties will meet each July to review the revenue figures and determine the applicability of these sections.

**ARTICLE XI. SUPPLEMENTAL SALARIES**

**1101** Percentage of B.A. Base (to be rounded to nearest \$5.00).

**1102 Senior High Athletics**

	<u>Head</u>	<u>Asst.</u>	<u>JV</u>	<u>9<sup>th</sup></u>
Baseball	11.0	7.6	7.6	5.6
Basketball	20.8	13.0	13.0	10.4
Cheerleaders	11.0	7.6		
Cross Country, Boys	11.0			
Cross Country, Girls	11.0			
Football	20.8	13.0		10.4
Golf	11.0			
Intramurals	7.9			
Soccer, Boys	11.0	7.6	7.6	
Soccer, Girls	11.0	7.6	7.6	
Softball	11.0	7.6	7.6	5.6
Swimming	11.0	7.6		
Tennis	11.0	7.6		
Track	11.0	7.6		
Volleyball	11.0	7.6	7.6	5.6
Weight Room Supervisor	5.2			
Wrestling	20.8	13.0	13.0	

**1103 Senior High Activities**

Academic Challenge	3.0
Art Club	3.0
Audio Visual	6.7
C.H.A.M.P.S.	3.9
Class Sponsor:	
Freshman	2.0
Sophomore	2.0
Junior	3.0
Senior	3.0
Drama Club	3.9
French Club	3.0
Future Educators of America	3.0
Games Club	3.0
German Club	2.0
History Club	3.0

D. The above increase will be granted to those persons who have continuous service since the 1978-1979 school year.

E. Continuous service shall not be interrupted if a teacher returns to a supplemental after being requested by the Board/Administration, or after resigning a supplemental for medical or child care purposes. Ultimate employment decisions remain those of the Board.

#### **1110 Training**

The Board shall provide a Sports Medicine Training session at the conclusion of the school calendar year. All coaches shall complete a Sports Medicine requirement prior to the start of the actual season for that activity.

### **ARTICLE XII. OTHER COMPENSATION**

#### **1201 Period Substitute**

A. No teacher shall be required to substitute for another teacher except in an emergency as determined by the Building Principal.

B. However, any teacher who agrees to a request to cover the class(es) of an absent teacher, or any study hall teacher who has assigned to his/her study hall a class or a part of a class normally assigned to another teacher, or any group of teachers who agree to split a class normally assigned to another teacher shall be paid one-fifth (1/5th) of the prevailing substitute teacher rate for each class period (subject area) or majority portion of forty-five (45) minute blocks, whichever is longer. Middle School lunch Mods and elementary library, music, and physical education shall be paid one-tenth (1/10th) of the prevailing substitute teachers rate per period. Teachers who split a class shall equally split the rate paid for the additional assignment. A supplemental contract will be issued to those who volunteer and sign up for this duty. Teachers who have volunteered for this duty shall be rotated, if at all possible. Furthermore, this Section is not applicable for situations where two or more teachers, for the convenience of each other, agree to perform this duty, but only in cases administratively initiated or requested.

#### **1202 Mileage**

The Board shall pay mileage reimbursement at the IRS rate in effect on July 1 of each year of this agreement, payable to all people who are on approved professional business.

**1203 Method of Payroll Payment**

A. Salaries paid under the terms of this Agreement shall be paid every other Friday, not to exceed twenty-six (26) pays in any one fiscal year. Payment shall be uniform across the district.

B. All payroll information (pay stubs) will be sent to employees by electronic messaging.

C. All employees shall have paychecks deposited directly into the bank of their choice by electronic transfer, on or before the date of payday.

**1204 Payroll Deductions**

A. Dues/Fair Share

The Board will make payroll deductions for dues/fair share fee of the Association and its affiliates from each pay. The Association is responsible for notifying the Treasurer in writing of the amount of deduction by name of the teacher at least two weeks prior to the beginning of deduction. All such money so deducted shall be remitted biweekly (every two weeks) to the Treasurer of the Association. All deductions shall be made uniformly from each of the remaining pays.

B. STRS

All teachers shall have payroll deductions of their contribution to the STRS deducted uniformly from each paycheck.

C. Annuities

Annuities programs will be authorized by the Board when the necessary conditions of the annuities fund have been met. Such deductions shall continue from month to month and year to year, until employment terminates or the said teacher gives written notice to the Treasurer of the Board requesting such payments be discontinued. All deductions shall be disbursed to the proper annuities fund within five (5) workdays after having been withheld unless payment is billed. Any new company must have a minimum of four (4) teachers in order to take advantage of payroll deductions.

D. Credit Union

When requested in writing by the teacher one week before the first pay of the month, the Board will make payroll deductions for deposits or loan payments for the month requested and will maintain said deduction or payment to the Stark Federal Credit Union until such time that the teacher again notifies the Treasurer, in writing, of a request to change the amount

of deposit or payment. In any event only one (1) request for change will be honored in any given month. All deductions shall be deposited in the Stark Federal Credit Union on Friday of each pay week.

E. United Fund

When requested in writing by a teacher, the Board will make payroll deductions for United Fund pledges.

F. Fund for Children and Public Education (FCPE)

When requested in writing by a teacher, the Board will make payroll deductions for FCPE beginning two (2) weeks after authorization and continuing until withdrawn in writing to both the Association and the Board Treasurer. The money will be deducted uniformly from each paycheck. All such money shall be remitted biweekly (every two (2) weeks) to the Treasurer of the Association.

G. Service Credit

Deductions for STRS for purchase of service credit, statements for which are determined by STRS, shall be allowed each pay with a two (2) week notice to the Treasurer. Such deductions, which shall be approximately equal in amount, will be made prior to calculation of taxes for that pay period.

H. Deduction request forms with respect to deductions authorized under this Article will be made available to all teachers at the beginning of each year.

I. All other voluntary deductions as are provided by Board Policy may be deducted.

J. All deductions, except for insurances, shall be deducted uniformly from each paycheck except as otherwise specified.

**1205 Professional Development Reimbursement**

A. The Board shall appropriate for each contract year \$15,000 to be paid to teachers for earned college credit. Reimbursement is subject to the following conditions:

1. The teacher shall have taught in Louisville City for a minimum of one (1) year. Further, the teacher shall teach in the District a minimum of one (1) contractual year following completion of the course or he/she must pay back to the Board the amount

received for the courses. (Payback is done through payroll deduction.)

2. The college course must be taken in education, the area of present certification, or any area of certification permitted by the State Department of Education leading to a new certificate. The teacher must first demonstrate that the course fits the above description. Approval or rejection will be based upon the aforementioned and/or sufficient money remaining in the fund.
3. Correspondence courses and television courses and noncredit workshops shall not be approved for purposes of reimbursement. Further, any course where the teacher is receiving any other type of aid will not be reimbursed.
4. The teacher shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the Ohio State Department of Education for its accreditation. The teacher must complete the course with at least a "B" grade or a pass if on pass/fail basis. Evidence of successful completion must be submitted at the conclusion of the term in which the course was taken.
5. The rate of reimbursement will be the actual rate for the quarter or semester, \$100.00 per quarter hour or \$150.00 per semester. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate. Maximum reimbursement per request will be four semester hours or six quarter hours.
6. The request will be recognized on a first come/first served basis until the maximum allocation has been exhausted. However, no teacher shall have access to moneys in this Section two consecutive years in a row, unless moneys remain and all other applicants have been paid.

B. Any Board/Administrative required courses wherein the teacher agrees to take the course shall be totally paid by the Board.

C. The Board shall attempt to have approved by the Department of Education courses sponsored and/or provided by the Board for required CEU credit.

**1206 STRS Pick-Up**

A. The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System on behalf of the teachers at no additional cost to the Board as follows:

1. The amount to be picked-up and paid on behalf of the teacher shall be equal to the amount of the required teacher contribution. The teacher's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all teachers.
3. No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this Section of the Master Contract shall be modified as necessary to be in compliance with the ruling.
6. This provision shall not decrease any salary amount used for early retirement incentive, retirement pay calculation, or severance pay.

**1207 Severance Pay**

A. A teacher employed by the Board of Education may elect, at the time of retirement from service under the State Teachers Retirement System Law and with five (5) or more years of service to the Board, to be paid in cash at a rate of 25% of accumulated but unused sick leave credit to a maximum of 74 days for 2013-2014, 75 days for 2014-2015 and 76 days for 2015-2016.

B. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the teacher. Such payment shall be made only once to any teacher.

C. Once earned, these additional days cannot be used for sick leave nor can they be reduced as a benefit upon retirement. Days are earned on an annual (school year) basis.

D. In the event of the death of a teacher before his/her retirement, the severance pay he/she has accrued shall be awarded to the beneficiary listed on the Board paid life insurance policy.

**1208 Employees' Children**

A. Children of teachers who live in the District and attend an elementary building different from the one in which their parent teaches may have the option of attending their parent's building through intra-district open enrollment. Parents will provide transportation.

B. Children who do not live in the District but have parents who teach in the District may attend Louisville Schools with the tuition waived through inter-district open enrollment. Parents will provide transportation.

C. The provisions of this Article may not be used if the student desires to participate in post-secondary options.

**1209 Professional Credentialing Expenses**

The Board shall appropriate for each contract year \$5,000 to be paid to teachers for credentialing expenses. Expenses may include the cost of the first professional license, renewal fees of all licenses under which the teachers is currently teaching and the cost of fingerprinting and FBI/BCI background checks for bargaining unit members. Reimbursement, subject to Association approval, will be paid any given year on a first come, first serve basis.

**ARTICLE XIII. EFFECTS OF THE CONTRACT**

**1301** This Agreement shall become effective upon ratification of both parties and shall remain in full force and effect until June 30, 2016 or until such time thereafter as it is modified by agreement of the parties.

**1302** Upon execution of this Agreement shall supersede and render void any and all past agreements between the parties.

**1303** The terms of this Agreement prevail over the terms of any Board policies or practices that may conflict with the terms of this Agreement.

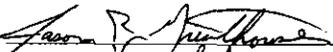
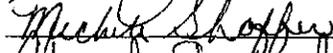
**1304** This Contract expresses the entire agreement between the parties and neither party shall be required to bargain on any subject during the life of this Contract. If any provision of this Contract, or any application of the provisions of this contract to any person or persons, conflicts with any federal or state law, now or hereafter enacted or issued, such provision or application shall be

inoperative, but the remaining provisions of the Contract shall continue in full force and effect. In the event a provision of the Contract becomes inoperative under this Section, the parties shall within fourteen (14) calendar days meet with respect to such provision, and only such provision, for the sole purpose of attempting, consistent with law, to mutually resolve any dispute caused thereby.

**FOR THE BOARD**

  
\_\_\_\_\_  
Superintendent

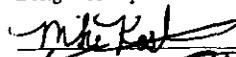
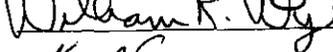
\_\_\_\_\_  
Attorney

  
  
  
\_\_\_\_\_  
Board President

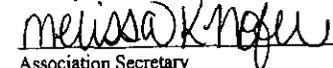
  
\_\_\_\_\_  
Treasurer

**FOR THE ASSOCIATION**

\_\_\_\_\_  
Designated Representative

  
  
  
\_\_\_\_\_  
Designated Representative

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Association Secretary

**Louisville City Schools**  
**GRIEVANCE FORM**

LEVEL \_\_\_\_\_

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

Specified time alleged violated, misinterpreted, and/or misapplied

\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date filed at this level \_\_\_\_\_

DISPOSITION RENDERED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Rendering Disposition \_\_\_\_\_ Date filed at this level \_\_\_\_\_

(Attach additional pages if necessary to complete any section.)

Louisville City Schools

LIMITED CONTRACT  
CERTIFIED PERSONNEL

DATE:

SSN:

TO:

You are hereby notified that your salary for the \_\_\_\_\_ school year is \$ \_\_\_\_\_. This is in line with your \_\_\_\_\_ years of experience and your \_\_\_\_\_ Degree. This Contract is for a 184 day period and is made subject to all rules and regulations of the Louisville Board of Education and conditions of the Master Contract.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Treasurer's Signature

Louisville City Schools

CONTINUING CONTRACT  
CERTIFIED PERSONNEL

DATE:

SSN:

TO:

You are hereby notified that your salary for the \_\_\_\_\_ school year is \$\_\_\_\_\_. This is in line with your \_\_\_\_\_ years of experience and your \_\_\_\_\_ Degree. This Contract is for a 184 day period and is made subject to all rules and regulations of the Louisville Board of Education and conditions of the Master Contract.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Treasurer's Signature

Louisville City Schools

**EXTENDED TIME CONTRACT**

An agreement entered into between \_\_\_\_\_  
and the Louisville Board of Education for the \_\_\_\_\_ school year.

Said Employee hereby agrees to render extended time as follows: \_\_\_\_\_ days  
for a salary of \_\_\_\_\_. This is in addition to any regular salary  
stipulated for the employee for the same school year.

(This is based on \_\_\_\_\_ years of experience.)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Treasurer's Signature

**Louisville City Schools**  
**ADDITIONAL DUTY CONTRACT**

An agreement entered into between \_\_\_\_\_  
and the Louisville Board of Education for the \_\_\_\_\_ school year.

Said Employee hereby agrees to render additional duty as follows: \_\_\_\_\_  
\_\_\_\_\_. For a salary of \$ \_\_\_\_\_ in addition to any  
regular salary stipulated for the employee for the same school year.

(This is based on \_\_\_\_\_ years of experience.)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Treasurer's Signature





2014 JUN -5 PM 2: 40

Memorandum of Understanding  
between  
Louisville Education Association  
and Louisville City Schools

This Agreement is made on the date indicated below between the Louisville City Schools and the Louisville Education Association.

It is agreed that Article 1007 of the 2013-2016 negotiated contract be revised for clearer understanding to read as follows:

2013-2014: No movement on the steps / no base increase / add a step 32/ contingency 50% of the district's actual revenue above \$13,994,916 made in a one-time lump sum payment calculated on 2013-2014 salary up to a maximum of 1%, paid no later than the 2<sup>nd</sup> pay of July 2014. In order for this paragraph to become effective, the payment must be at least \$50 per person. (see attached contingency language) \* see contingency language for ESC deduction.

2014-2015: 1 step, if eligible, July 1, 2014 / no base increase/contingency above the district's actual revenue of \$13,845,983, after subtracting the cost of the index, 50% of such increase shall be made in a one-time lump sum payment calculated on 14-15 salary up to a maximum of 1% with payment being made no later than the second pay in July 2015. (see attached contingency language) \* see contingency language for ESC deduction.

2015-2016: 1 step, if eligible, July 1, 2015. Base increase of 1% beginning of the 2015-2016 school year if the 1% contingency payments have been paid in years 2013-2014 and 2014-2015. If both contingencies have not been paid, then a contingency of 50% above \$13,697,050 after subtracting cost of index up to a maximum of 1% will be placed on the base and paid no later than the second pay in July 2016. (see attached contingency language) \* see contingency language for ESC deduction.

The parties agree that for the 2016-2017 contract year, one annual step, if eligible, will be implemented and paid in the usual manner over the course of the school year.

Contingencies

1. 2013-2014 school year:

If the district's actual revenue on line 1.035 and line 1.040 exceed \$13,994,916, a one-time lump sum payment, calculated on the 2013-2014 salary shall be paid up to a maximum of 1%. Such payment shall be made no later than the 2<sup>nd</sup> pay of July 2014. In order for this paragraph to become effective, the payment must be at least \$50 per person.

If the district receives revenue directly that was previously paid to the ESC on behalf of Louisville, such revenues will be subtracted from the difference between actual and the \$13,994,916.

e.g.	actual	\$14,000,000
	projected	<u>\$13,994,916</u>
		\$5,084
	ESC deduction	- <u>xxx</u>

\$xxx multiplied by 50% up to 1%

2. 2014-2015 school year:

If the district's actual revenue on line 1.035 and line 1.040 exceed \$13,845,983, after subtracting the cost of the index, 50% of such increase shall be made in a one-time lump sum payment, calculated on the 2014-2015 salary up to a maximum of 1%. Such payment shall be made no later than the 2<sup>nd</sup> pay of July 2015.

If the district receives revenue directly that was previously paid to the ESC on behalf of Louisville, such revenues will be subtracted from the difference between actual and the \$13,845,983.

e.g.	actual	\$14,000,000
	projected	<u>\$13,845,983</u>
		\$154,017
	ESC deduction	- xxx
	Cost of index	- xxx

\$xxx multiplied by 50% up to 1%

3. 2015-2016 school year:

The base shall be increased 1% beginning of the 2015-2016 school year if the 1% contingency payments have been paid in years 2013-2014 and 2014-2015.

If both contingencies have not been paid, then a contingency of 50% above \$13,697,050, [as projected on line 1.035 and line 1.040] after subtracting the cost of the index, up to a maximum of 1% will be placed on the base. Such payment shall be made no later than the 2<sup>nd</sup> pay of July 2016.

If the district receives revenue directly that was previously paid to the ESC on behalf of Louisville, such revenues will be subtracted from the difference between actual and the \$13,697,050.

e.g.	actual	\$14,000,000
	projected	<u>\$13,697,050</u>
		\$302,950
	ESC deduction	- xxx
	Cost of index	- xxx

\$xxx multiplied by 50% up to 1%

Kory Swope 5-30-14  
Kory Swope, President, LEA Date

Stephen Milano 5-30-14  
Stephen Milano, Superintendent Date

Carissa E. Jones 5/30/14  
Witness Date

James Carman 5/30/14  
James Carman, Treasurer Date

# LOUISVILLE CITY SCHOOLS

407 EAST MAIN STREET • LOUISVILLE, OHIO 44641



STATE EMPLOYMENT  
RELATIONS BOARD

2014 JUN - 5 PM 2:40

June 3, 2014

State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

To Whom It May Concern,

Please find enclosed a copy of the 2012-13 Master Contract between the Louisville Education Association/OEA/NEA and the Board of Education of the Louisville City School District which you did not have on file. Also enclosed is the new 2013-2016 contract between the Louisville Education Association/OEA/NEA and the Board of Education of the Louisville City School District

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Christine Unkefer".

Christine Unkefer  
Secretary to the Superintendent  
Louisville City Schools  
330-875-7601