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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

THE LIBERTY UNION-THURSTON  
EDUCATION ASSOCIATION

JULY 1, 2018 - JUNE 30, 2021

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**ARTICLE 1**  
**RECOGNITION**

The Liberty Union-Thurston Local School District Board of Education ("Board") recognizes the Liberty Union-Thurston Education Association/OEA/NEA ("Association") as the sole and exclusive bargaining representative of certificated/licensed employees of the Board defined in Article 2 of this Collective Bargaining Agreement ("Agreement"). The Board and Association shall be collectively referred to as the "Parties."

**ARTICLE 2**  
**BARGAINING UNIT**

For the purposes of recognition and negotiations, the "bargaining unit" shall be defined as certificated/licensed regular, full-time, and part-time employees including classroom teachers, guidance counselors, reading teachers, librarians, nurses, and tutors. Bargaining unit members shall hereinafter be referred to as "unit members."

Excluded from the bargaining unit shall be the Superintendent, Principals, and Assistant Principals who are engaged at least fifty percent (50%) of the time in administration and supervision of professional personnel, as well as all certificated and non-certificated administrators, substitutes, non-certificated/non-licensed employees, the District Technology Coordinator, In-School Suspension employees, supervisors as defined in R.C. 4117.01(F) and applicable laws, confidential employees as defined in R.C. 4117.01(J) and applicable laws, and management level personnel as defined in R.C. 4117.01(K) and applicable laws, who are presently employed or who shall be employed by the Board during the term of this Agreement.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

**SECTION 1. GENERAL**

- A. A "grievance" is an alleged violation, misinterpretation, or misapplication of a provision in this Agreement.
- B. A "grievant" may be an individual unit member or the Association. All grievances shall be signed by the Association President.
- C. A "day" during the school year shall mean a day school is in session, whereas as "day" during the summer break shall mean a scheduled day that the Board Office is open for business.
- D. No reprisal and/or recrimination shall be taken against any unit member for using the grievance procedures outlined in this Article.
- E. The Association has the right to have a representative present at all hearings provided for in the grievance procedures outlined in this Article. By mutual written agreement of both the Superintendent and Association President; the Board, Association, or both may have more than one (1) representative at grievance hearings.
- F. A unit member has the right to have an Association representative present at all hearings provided for in the grievance procedures outlined in this Article. By mutual written agreement of both the Superintendent and Association President; the Board, Association, or both may have more than one (1) representative at grievance hearings.
- G. Time limits as provided for in the grievance procedures outlined in this Article are maximums and can only be extended by written agreement of both the Superintendent and Association President.
- H. While a grievance may be withdrawn in writing and at any time by the Association without prejudice, all costs of arbitration shall be borne solely by the Association in the event the Association withdraws a

grievance after submitting a written demand for arbitration to FMCS as set forth in the grievance procedures outlined in this Article.

- I. The unit member grievant must be present at all hearings provided for in the grievance procedures outlined in this Article unless the Association is the grievant. A minimum of two (2) unit members shall be present at all hearings for grievances filed by the Association.
- J. Failure of the grievant to comply with timelines as set forth in the grievance procedures outlined in this Article shall cause the grievance to be dismissed with prejudice.
- K. Failure of the Principal/Superintendent/Board to comply with timelines as in the grievance procedures outlined in this Article shall cause the grievance to be granted.

## **SECTION 2. PROCEDURAL STEPS**

- A. The Association shall have the exclusive right to file and process any grievance regardless of whether the grievant is a unit member or the Association.

- B. **INITIAL FILING**

Within twenty-one (21) days of when either the unit member or Association knew or should have known of the event or action giving rise to the grievance, a grievance may be filed on an official grievance form, a copy of which is attached hereto and incorporated herein at Appendix A. The grievant shall fully provide the statement of the grievance and relief sought, as well as the signature of the grievant. A grievance filed by the Association shall be signed by the Association President.

Each grievance shall initially be filed with the Principal. The Principal shall schedule a hearing within five (5) days of receipt of the grievance and conduct an initial hearing within ten (10) days of receipt of the grievance.

- C. **PRINCIPAL'S LEVEL**

If the subject of the grievance is not within the authority of the Principal, the Principal shall state that the Principal lacks authority to resolve the grievance, sign the grievance form, and provide copies of the grievance form to the grievant, Association President, and Superintendent within five (5) days of the initial filing. The grievance shall then proceed to the Superintendent's level as set forth in the grievance procedures outlined in Article 3(D).

If the subject of the grievance is within the authority of the Principal, the Principal shall schedule an initial hearing within five (5) days of receipt of the grievance and conduct an initial hearing within ten (10) days of receipt of the grievance. The initial hearing shall be at a time that is mutually agreed to by the Principal and Association President or designee within ten (10) days of receipt of the grievance. The purpose of the initial hearing is to discuss the grievance and attempt to resolve the matter in an amicable manner, if possible.

Within five (5) days of the initial hearing, the Principal shall attach the Principal's response to the grievance and provide copies of said response to the Superintendent, Association President, and grievant.

If the grievant is not satisfied with the Principal's response, the grievant may request that the grievance be moved to the Superintendent's level within ten (10) days of the Principal's response.

- D. **SUPERINTENDENT'S LEVEL**

The Superintendent shall schedule a hearing within five (5) days of the Superintendent's receipt of the grievance and conduct a hearing within ten (10) days of the Superintendent's receipt of the grievance in the

same manner and for the same purpose as in the Principal's Level as set forth in the grievance procedures outlined in Article 3(C).

Within five (5) days of the Superintendent's hearing, the Superintendent shall attach the Superintendent's response to the grievance and provide copies of said response to the Association President and grievant.

If the grievant is not satisfied with the Superintendent's response, the grievant may request that the grievance be mediated through the Federal Mediation and Conciliation Service ("FMCS") within ten (10) days of the Superintendent's response.

E. **FMCS LEVEL**

FMCS shall schedule a mediation between the grievant and Board as soon as possible at a time that is mutually agreed to by the grievant and Board. The Board may designate a board member to attend FMCS mediation upon the Board's sole discretion. The purpose of the mediation is to discuss the grievance and attempt to resolve the matter in an amicable manner, if possible, through impasse.

If the Association is not satisfied with the FMCS mediation upon impasse, the Association may declare impasse and give written notice to the Superintendent of the Association's written "demand to arbitrate" as set forth in the grievance procedures outlined in Article 3(F) and said written demand to arbitrate shall be filed by the Association with FMCS within five (5) days of the Association submitting said written demand to arbitrate to the Superintendent.

F. **FMCS ARBITRATION**

1. Arbitration shall be through FMCS and in keeping with FMCS rules and regulations.
2. The arbitrator shall hold hearings to obtain facts and information necessary to make his/her findings. The arbitrator's authority shall be limited to deciding only one (1) issue per hearing unless otherwise agreed to in writing by the Association and Board. The arbitrator shall be without authority to add to, amend, modify, delete, and/or abridge any term of this Agreement. The arbitrator's award shall be binding unless otherwise prohibited by the law and/or contrary to this Agreement.
3. Costs of the arbitrator shall be borne by the party that does not prevail. The prevailing party shall be determined by the arbitrator.
4. Termination matters shall be governed by R.C. 3319.16 only and are never arbitrable.

**ARTICLE 4**  
**BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**  
**AND ASSOCIATION RIGHTS**

**BOARD RIGHTS AND RESPONSIBILITIES**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all the rights identified in R.C. 4117.08.

**ASSOCIATION RIGHTS**

All Association rights under this contract shall be sole and exclusive rights.

The Association shall be granted the following privileges:

**A. USE OF SCHOOL FACILITIES**

1. Authorized representatives of the Association may use school facilities to transact official Association business or for membership or other meetings, provided that such activities or use do not interfere with classroom instruction, the responsibilities of bargaining unit and staff members, or interrupt other operations of the District. Such use shall also be in keeping with Board policy governing use of buildings.
2. The Association shall not be required to complete building use forms for meetings held in a classroom immediately following the school day.

**B. USE OF SCHOOL EQUIPMENT**

School equipment may be used by the Association under the following conditions:

1. When using the equipment, the Association agrees to accept responsibility for repairing or replacing any equipment damaged or lost while in its possession;
2. The equipment is not both unusually expensive and also subject to easy damage;
3. The equipment is in good condition;
4. The Association shall provide a competent operator for any machines or equipment used; and
5. The use of such equipment does not otherwise conflict with school usage of the same equipment.

**C. USE OF INTERNAL COMMUNICATIONS SYSTEM**

1. The Board shall permit the Association to use the internal mail system (unit member mailboxes) or the internal communications system (unit member lounge bulletin board) and e-mail, and such use shall be for the following Association business:
  - a. Notices of Association meeting;
  - b. Notices of Association elections;
  - c. Notices of appointments to Association offices;
  - d. Notices of results of Association elections;
  - e. Notices of Association social, educational, or recreational affairs; and
  - f. Other Association materials.
2. The Board may refuse to permit the Association use of the mail system or other internal communications system (for an individual item) if such use is for offensive or inflammatory purposes or if such use would otherwise violate any of the provisions of this Agreement or is contrary to the law.
3. A copy of all announcements, publications, records, etc. shall be provided to the Superintendent upon request.
4. E-mail use by the Association shall be permitted provided that the District is offering District-wide service. No additional cost shall be incurred by the Board for Association e-mail use. The Association shall be solely responsible for insuring acceptable use of e-mail for Association business.

D. **INFORMATION CONCERNING BOARD MEETINGS**

The Association shall receive an advance copy of the agenda of each board meeting. Additionally, any attachments and addendums to the agenda that are sent to all board members shall also be made available at the same time to the Association. To the extent practicable, such material shall be sent at the same time said material is sent to the Board.

E. **INFORMATION CONCERNING BOARD POLICY**

Policy materials shall be updated as needed. Copies of board policy shall be available on the District website. Copies of the unit member handbook shall be distributed to those unit members employed after the beginning of the school year.

F. **INFORMATION OF PUBLIC RECORD**

All electronic documents shall be provided to the Association President or designee without charge including names, addresses, phone numbers, building assignments, contract status, classification, experience, and pay rate of bargaining unit members by October 15 of each year.

G. **BOARD MEETING PARTICIPATION**

The Association shall have the right to address the Board during public discussion at any regular board meeting with prior notice given to the Superintendent to the extent permitted by board policy.

H. **GENERAL TEACHERS' MEETING**

The Board shall allow the Association representative(s) to address unit members for one (1) hour following the general teachers' orientation program at the beginning of the year.

I. **TRANSACTION OF ASSOCIATION BUSINESS**

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall such Association business, in any way, interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences, other school functions or activities, classroom instruction, or with the responsibilities of unit members or other staff. All visitors, including Association representatives, must report to the building office during teaching hours and sign in before transacting such business, subject to approval of the building principal.

J. The Superintendent and Personnel Committee of the Board shall be willing to offer a time to meet with the building staff to receive input on building needs as they relate to the process of the selection of the building principal.

K. The Board shall allow the Association's representatives to address the new unit members for thirty (30) minutes on the New Teacher Work/Meeting Day and for thirty (30) minutes at the end of the year Teachers' meeting; however, there shall be no additional pay for this time.

L. **INDIVIDUAL RIGHTS**

1. Neither the Board/Administration nor the Association shall discriminate against any unit member based on race, color, creed, age, national origin, sex, sexual orientation, gender identity, religion, handicap, or for the exercise of rights protected by the laws and Constitution of the United States and the laws and Constitution of the State of Ohio. The Board fully recognizes all personal rights and freedoms granted unit members by the Constitution and shall abide by all laws that pertain to the unit members it employs.



2. Unit members may participate, or refrain from participating, in all lawful political, civic, and professional activities provided that such participation does not unduly disrupt the operations of the Board **and** provided that such participation takes place on the unit member's own personal time.
3. There shall be no reprisals taken against any unit member by reason of his/her membership in the Association or participation (or lack thereof) in any of its activities, provided that such activities are not prohibited by law.
4. The right to privacy and recognition that one's personal life is not a condition of employment, unless it interferes with the effective performance of contract duties as determined by the Board of Education.

**ARTICLE 5**  
**PERSONNEL FILE**

- A. There shall be established and maintained two (2) official personnel files on each unit member. The format of the files may be printed or electronic. One file shall be the official personnel file and the other for the LPDC information only. The files shall be maintained in the Office of the Superintendent. The unit member shall receive a hand-delivered copy of any material placed in the unit member's files at or before the time of placement. The personnel files shall contain only items relating to work performance, discipline, and routine financial or personnel data and hiring information.
- B. Access to the official personnel files shall be available during regular office hours to the unit member upon written request to the Superintendent or designee. The review of such personnel files shall be in the presence of the Superintendent or designee. Neither the files nor any part thereof shall be removed from the Office of the Superintendent. No more than one (1) unit member may request to inspect any personnel file during any unit member's free time and/or free period.
- C. Excluding the Superintendent or designee, Board, legal counsel for the Board, immediate supervisor of the unit member, representative and/or legal counsel for the unit member, and central office personnel responsible for maintaining the files, no other person shall not be granted entrance and/or review of the personnel files without notice to the unit member, which shall include the name, address, telephone number, name of their attorney, and specific reasons for request if available and permitted by law.
- D. Each unit member shall have the right to dispute the accuracy, relevancy, timeliness, and/or completeness of information in writing contained in the personnel files.
- E. Each unit member shall have the right to request in writing that such disputed materials be removed from the personnel files. Such request shall specifically identify the material objected to and the basis for the dispute. When such a challenge is made, a reasonable investigation of the disputed information shall be conducted by the Superintendent or designee. Any information which cannot be verified or is found to be inaccurate by the Superintendent or designee shall be deleted and/or corrected.
- F. Should it be determined that the disputed information shall not be removed, the disputant shall be permitted to include in the personnel files a brief written statement of the unit member's position and a notation that the disputant protests that the disputed information contained in the unit member's personnel files is alleged to be inaccurate, irrelevant, outdated, and/or incomplete.
- G. All materials placed in the personnel files of a unit member shall note the date the item was placed in the personnel files and the name of the person who placed the item in the personnel file. No anonymous documents shall be included in the personnel files of the unit member unless attached to evaluation, disciplinary, and/or termination material or otherwise required by law.
- H. If a unit member believes that any material included in the unit member's personnel files is derogatory to the unit member's conduct, service, and/or character, the unit member shall have the right to respond to any

such material in writing and have a copy of such written response attached to the material in the official personnel files.

- I. Any disciplinary materials placed in the personnel files of a unit member shall not be considered for future disciplinary action after three (3) years provided that the unit member has not received any other similar discipline in the intervening three-year period.
- J. The unit member may submit letters of merit, which shall be placed in the unit member's personnel files.
- K. A unit member may make one copy of all materials placed in his/her personnel files once during the term of this Agreement at no charge. Additional copies shall be at five cents (5¢) per copy.
- L. All provisions set forth in Article 5 and this Agreement are subject to all applicable laws including, but not limited to R.C. 149.43.

**ARTICLE 6**  
**PHYSICAL EXAMINATIONS AND COMMUNICABLE DISEASES**

**A. NONDISCRIMINATION**

- 1. A unit member who has been exposed to or who contracts a chronic communicable infectious disease shall be treated no differently than a unit member with any other life threatening, contagious medical disability/illness.
- 2. No unit member shall be subjected to indiscriminate testing by the Board for a chronic communicable/infectious disease. All testing, if performed at all, shall be performed only based on a reasonable belief that the unit member may have a communicable/infectious disease and to ensure the safety of students and other school personnel. All costs related to any testing or medical evaluation shall be borne by the Board.
- 3. The Board shall neither discharge any unit member nor otherwise discriminate against any unit member with respect to wages, hours, terms, or other conditions of employment on the basis of the fact that such unit member has contracted a chronic communicable/infectious disease as determined by law.

**ARTICLE 7**  
**PERFORMANCE EVALUATION**

**A. PERFORMANCE EVALUATION FOR OTES UNIT MEMBERS**

OTES Unit Members shall be evaluated pursuant to R.C. 3319.11, R.C. 3319.111, and R.C. 3319.112.

**B. PERFORMANCE EVALUATION FOR NON-OTES UNIT MEMBERS**

Non-OTES Unit Members shall be evaluated pursuant to R.C. 3319.11 and R.C. 3319.111. The Board shall advise with the Association of the forms that will be used to evaluate non-OTES unit member prior to October 1, 2018.

**C. PERFORMANCE EVALUATION FOR SCHOOL COUNSELORS**

School Counselor Unit Members shall be evaluated pursuant to R.C. 3319.11, R.C. 3319.111, and R.C. 3319.113.

**ARTICLE 8**  
**INDIVIDUAL CONTRACTS**

Contracts and salary notifications shall be issued pursuant to R.C. 3319.11 and R.C. 3319.12.

**A. LIMITED CONTRACTS**

1. A unit member employed for the first time by the Board shall be granted a one (1) year limited contract.
2. A unit member who has worked one (1) year for the Board is eligible for a second one (1) year limited contract (1 + 1).
3. A unit member who has worked two (2) years for the Board is eligible for a third one (1) year limited contract (1 + 1 + 1).
4. A unit member without a professional license who has received three or more one (1) year limited contracts from the Board is eligible for a one (1) year limited contract (e.g., 1 + 1 + 1 + 1).
5. A unit member with a professional license who has received three or more one (1) year limited contracts from the Board is eligible for a two (2) year limited contract (e.g., 1 + 1 + 1 + 2).

**B. CONTINUING CONTRACTS**

1. Continuing contracts shall be issued pursuant to R.C. 3319.11 and evaluations shall be considered when issuing continuing contracts.
2. In order to be considered for a continuing contract, any eligible unit member must provide written notice of the unit member's eligibility for a continuing contract and desire to be evaluated on the continuing contract pathway to the Treasurer on or before the first day of September of the school year in which the unit member's limited contract is due to expire. If the unit member fails to provide written notice of the unit member's eligibility for a continuing contract and desire to be evaluated on the continuing contract pathway by the first day of September of the school year, the unit member shall not be considered for a continuing contract until the conclusion of the unit member's next limited contract and will, instead, be placed on the limited contract pathway. This notice requirement specifically supersedes any right the unit member may have under R.C. 3319.11 and applicable laws to be considered for a continuing contract without providing any

**C. NOTICE OF NON-RENEWAL FOR LIMITED CONTRACTS**

1. Any unit member employed under a limited contract whose regular teaching contract is not to be renewed shall be notified of the same in writing on or before June 1 pursuant to R.C. 3319.11. Proof of sending such written notice in the U.S. mail by registered or certified mail to such unit member's last known mailing address shall constitute "notice" to the unit member.
2. Contract non-renewal for unsatisfactory work performance shall be documented by performance evaluation procedures contained in this Agreement and the Board is required to follow the procedures for non-renewal set forth in R.C. 3319.11 and applicable laws.

**ARTICLE 9**  
**REDUCTION IN FORCE**

When the Board determines that staff reductions shall occur, it may effectuate such reductions by means of a reduction in force. As used in this Article, a "reduction in force" means the abolishment of certifications/licensures and the suspension of contracts in the affected certifications/licensures in accordance with the provisions in R.C. 3319.17

and this Article. An "reduction in force" does not refer to or include contract non-renewals as set forth in R.C. 3319.11 and this Agreement.

An reduction in force shall be in accordance with the provisions of R.C. 3319.17 for any of the following reasons:

1. Return to duty of regular teachers after leaves of absence;
2. Suspension of schools;
3. Territorial changes affecting the District;
4. Financial reasons;
5. Decreased enrollment of pupils in the district.

A. **SENIORITY LIST**

All unit members in the District shall be placed on a seniority list in their areas of certifications/licensures, subject to the rules set forth in this Article. Unit members shall be placed on all lists for which they are certified/licensed (excluding temporary certifications/licensures). "Seniority" shall be defined in the following manner:

1. All unit members on continuing contracts have seniority over unit members on limited contracts.
2. Otherwise, seniority is determined by the length of continuous service in the District. Among those with the same length of continuous service, seniority shall be determined by:
  - a. The dates of the Board meeting at which the unit member was hired and placement on the agenda, and then by,
  - b. The dates on which the unit member submitted a completed job application.
3. Length of continuous service shall not be interrupted or affected by authorized leaves of absence.
4. The continuous service of a unit member who has returned to employment following a resignation, reduction in force, or contract termination shall be measured from the date of return unless the return occurs in the school year immediately following or returning from a reduction in force, in which case the unit member's service shall be uninterrupted. Substitute teaching for less than one hundred twenty (120) days in a school year, does not constitute a "return" within the meaning of this Article.
5. Retired/re-hired teachers shall not accrue any seniority.

B. **ATTRITION**

The Board shall attempt to keep the number of persons affected by a reduction in force to a minimum by not employing replacements for unit members who retire, resign, succumb to death, or whose limited contracts are not renewed pursuant to R.C. 3319.11.

C. **SUSPENSION OF CONTRACTS**

Reductions not achieved through attrition may be made by the suspension of contracts.

D. **REDUCTION IN FORCE**

When the Board determines that it shall implement a reduction in force, the following shall apply consistent with R.C. 3319.17(D):

1. Before implementing a reduction in force, the Superintendent or designee shall give written notice to the Association President of the Board's intent to affect a reduction in force. The Association shall be given the opportunity to address the Board in an open meeting during the next regularly scheduled meeting for presenting, both orally and in writing, its views on the proposed reduction in force.
2. The Board shall proceed to abolish positions and suspend contracts in accordance with the recommendations of the Superintendent pursuant to R.C. 3319.17(C). Affected unit members shall be given written notice thirty (30) days prior to Board action of the Board's intent to implement a reduction in force no later than the first day of June. Within each area of certification/licensure affected by the reduction in force, contracts shall be suspended pursuant to the recommendations of the Superintendent and in accordance with R.C. 3319.17.
3. An reduction in force shall be implemented at the end of a work year only.
4. A unit member who is certified/licensed in multiple areas and whose contract has been suspended may elect to replace or "bump" another unit member with a lower evaluation rating in an area of certification/licensure unaffected by the reduction in force, or if the other unit member in an unaffected area of certification/licensure has a comparable evaluation rating, the unit member may be bumped if the unit member has less seniority. The unit member "bumped" must have the lowest evaluation rating and be the least senior unit member in the unaffected area of certification/licensure.
5. Unit members whose contracts have been suspended shall be placed on a recall list. Unit members employed under continuing contracts at the time of contract suspension may remain on the recall list for a period of five (5) years. Unit members employed under limited contracts at the time of contract suspension may remain on the recall list for a period of thirty-six (36) months after the contract suspension.
6. A unit member whose name appears on the recall list shall be recalled when a position becomes available for which the unit member is certified/licensed (excluding temporary certifications/licensures). Within a given area of certification/licensure, such offers are to be made in the reverse order of reduction in force. No new unit members may be employed by the Board while there are unit members on the recall list who are certified/licensed (excluding temporary certifications/licensures) for the opening in question. Unit members who have acquired a new area of certification/licensure after having their contract suspended shall be considered/interviewed for any vacancy not filled by recall in the area of certification/licensure they acquired after their contract was suspended.
7. The Board shall give written notice of an offer of recall by sending a registered or certified letter to said unit member at the unit member's last known address. It shall be the responsibility of each unit member to notify the Board of any change in address. The unit member's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer or other notice to the unit member. If a unit member fails to accept the offer of recall in writing within fifteen (15) calendar days (excluding Saturdays, Sundays, and holidays) or within five (5) days (if the offer is delivered within ten (10) days prior to the start of a school year or semester) from the date said offer is delivered at the last known address of the unit member, said unit member shall be considered to have rejected said offer and shall be removed from the recall list. No unit member whose continuing contract has been suspended shall be removed from the recall list by reason of having declined recall to a position requiring a lesser percentage of full-time employment than the position the unit member last held while employed in the District.

8. A unit member on the recall list upon accepting an offer shall return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the unit member had at the time of contract suspension.
9. After being removed from the recall list, a unit member must make application for employment in accordance with established procedures if the unit member so desires to be considered for re-employment by the Board.

**E. SENIORITY AND RECALL LISTS**

1. While employed, the unit member is solely responsible for advising the Superintendent in writing of all certifications/licensures on or before the first teacher workday.
2. Both the seniority and recall lists described in this Article shall be developed by the Superintendent and Association President on or before the first day of September and provided to the Treasurer and each building principal.

**F. NON-RENEWAL AND SUSPENSION OF CONTRACTS UNDER OHIO REVISED CODE**

Nothing contained herein shall abridge the Board's right to non-renew a limited contract as set forth in R.C. 3319.11 or to suspend contracts as set forth in R.C. 3319.17.

**ARTICLE 10  
PROFESSIONAL GROWTH**

The Superintendent may approve staff opportunities to attend the following:

- A. One (1) visit per year to other classrooms and other schools.
- B. Conferences, workshops, or seminars:  
  
Interested unit members shall apply to their principal stating the nature of the meeting, the dates, and the probable cost. Unit members cannot request payment for conference registration and then receive college credit for the conference, workshop, or seminar.
- C. Training in classes and workshops offered within the Fairfield County Educational Service Center.
- D. The Association shall be granted five (5) days per year for Association-related business, to be used by Association officers, building representatives, or other unit members designated by the Association President. Non-Association business meetings attended at the Administration's request shall not be included as Association Business Days.

**ARTICLE 11  
ATTENDANCE AT EDUCATIONAL MEETINGS**

Unit member requests to attend education meetings held outside the District shall be governed as follows:

**A. MEETING CLASSIFICATIONS**

Meetings must be approved in advance by both the building principal and Superintendent.

1. Curriculum-centered meeting requests shall be made directly by the individual unit member to the building principal.

2. The guidelines below apply to all meetings whether expenses are paid by either the unit member or Board.

**B. CONSIDERATIONS AND GUIDELINES**

1. It is in the best interests of the District to be represented at such a meeting. Will the school benefit?
2. The unit member initiating the request is a member of the sponsoring state or national organization. Is the meeting or conference appropriate for the unit member making the request?
3. Necessary expenses are within the resources of the Board as indicated in the appropriation measure.
4. Under normal circumstances, only one (1) unit member shall be permitted to attend any given meeting.
5. Under normal circumstances, a unit member shall not be permitted to attend more than one (1) state or national meeting per year. An example of an exception would be to accompany students participating in state or national contests. How many meetings has this unit member attended?
6. Requests shall be submitted in writing, well in advance, to the building principal. The building principal shall forward all requests to the Superintendent.
7. Can suitable arrangements be made for the unit member's school responsibilities?

**C. REIMBURSEMENT**

The Board shall reimburse unit members for normal expenses for registration and transportation costs incurred while attending authorized conferences or other activities whose purpose is related to instructional or operational improvement in the District. Receipts must accompany expense statements. Estimated costs shall be submitted for approval prior to attendance.

**ARTICLE 12**  
**TUITION REIMBURSEMENT**

Unit members under contract with the Board shall be reimbursed at fifty-five percent (55%) of the graduate rate of Ohio University-Athens per semester hour for undergraduate or graduate credit earned:

1. In the subject area of the unit member,
2. For requirements of advanced degrees within the educational field,
3. For recertification, or
4. For expanded certification/licensure by unit members returning to the District.

Unit members under contract with the Board shall be reimbursed at seventy-five percent (75%) of the graduate rate of Ohio University-Athens per semester hour for graduate credit on a verified College Credit Plus pathway toward allowing the unit member to teach College Credit Plus courses to students in the District as verified by both the Superintendent and an accredited college/university.

The increment shall be granted upon providing the Treasurer evidence of satisfactory completion of course work. An official grade report shall be proof of completions of course work. The payment shall be granted within a reasonable time after submission to the Treasurer of satisfactory documentation as provided in this Article. Unit members who receive free or reduced tuition shall be reimbursed within the guidelines of this Article only for actual out-of-pocket expenses. A course shall be applied to a unit member's cap upon course completion and submission of the official grade report to the Treasurer.



All courses taken for credit on the Masters +30 level shall be for graduate credit.

Any course taken for a letter grade must receive a letter grade of B or better. If there is no grade option, a course may be taken for "pass/fail."

The procedure for course approval and payment is as follows:

1. The unit member completes a pre-approval course form (Appendix D1) and forwards the same to the building principal for approval. The principal may request a meeting with the unit member regarding the course(s) set forth on the pre-approval course form. The pre-approval course form is forwarded to the Superintendent for approval. The pre-approval course form is forwarded to the Treasurer.
2. The unit member completes the course(s).
3. The unit member completes a post-course completion and verification form (Appendix D2) with proof of actual payment in full and attaches an official grade report of the course. The post-course completion and verification form is forwarded to the Superintendent for approval. The post-course completion and verification form is forwarded to the Treasurer for payment.
4. At the end of each fiscal year, the Treasurer or designee shall add up all approved courses and reimburse each approved course at a prorated rate based upon the total number of dollars in the pool available for reimbursement and the total cost of courses taken.
5. Payment shall be made by the Treasurer upon submission of evidence of satisfactory completion.
6. To be eligible for reimbursement, the unit member shall have completed one (1) full year of employment with the Board and must return for the entire succeeding year.
7. Unit members agree to work for the Board for one (1) full school year after receiving reimbursement or the unit member shall pay the Board back seventy-five percent (75%) of such reimbursement to the Board.
8. Unit members must submit tuition bills to the Treasurer within thirty (30) days of completion of the course for which reimbursement is sought. All bills must be submitted by June 15th to be eligible for payment by June 30th or by December 15th to be eligible for payment by December 30th.
9. The total available funds shall be Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) per semester and a total of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) per fiscal year, from which no individual unit member shall be reimbursed more than Two Thousand Dollars and Zero Cents (\$2,000.00) per fiscal year.

#### **BACKGROUND CHECKS**

10. The Board shall pay one hundred percent (100%) of any costs incurred related to state and federal background checks required by the Ohio Revised Code.

#### **ARTICLE 13** **TRAVEL PAY**

The Board shall reimburse unit members for the authorized use of their personal vehicles at the current Internal Revenue Service rate effective January 1st of each year. Such reimbursement shall be for carrying out regularly assigned duties, and when taking pupils home during the school day. Attendance at staff meetings is not included.



Distances shall be recorded by the unit member at the time of travel and submitted to the Treasurer once a month. Reimbursement shall be for actual mileage traveled.

Each unit member shall be responsible to certify a report to the Treasurer each month for payment. All reports must be signed by the Superintendent or his designated representative.

## **ARTICLE 14** **SEVERANCE**

### **A. SEVERANCE PAY**

In accordance with R.C. 3319.141 and R.C. 124.39 as applicable, all unit members who present evidence of retirement from the State Teachers Retirement System of Ohio ("STRS") at the time of retirement from active service with the Board, shall be granted severance pay for their accrued but unused sick leave days according to the following provisions:

1. To be eligible for severance pay, the Board must accept the unit member's resignation for the purpose of retirement based upon the unit member's moving from active employment into the retirement system. The unit member must apply in writing to the Board for severance pay no later than ninety (90) days after the last paid date of service with the Board. The written application must be accompanied by an appropriate document from the retirement system indicating that the unit member is retired under the plan.
2. Severance pay shall be for the unit member's accrued but unused sick leave days at the time of retirement based on one-third (1/3) of the value of the accrued but unused sick leave days to a maximum of sixty-five (65) days. Bargaining unit members shall be eligible to receive an additional fifteen (15) days of severance for each of the following, provided that notice of retirement effective at the end of the school year is received by the Superintendent or designee by the first day of March: (1) twenty-five (25) years of service to the Board and (2) retire after their thirtieth (30th) year. When both conditions are met, the unit member shall receive a total of thirty (30) additional days of severance pay. Payment shall be subject to all legal deductions. Contributions to the unit member's retirement system based upon monies paid for accrued unused sick leave shall not be made by either the Board or unit member.
3. Payment shall be based upon the unit member's daily rate of pay at the time of retirement as per the unit member's individual employment contract.
4. Payment shall be made only upon service retirement and is not authorized in the event of death of the unit member prior to STRS approval of the unit member's application for retirement.
5. Severance pay shall be paid by check within sixty (60) calendar days of receipt of the unit member's written application and documentation from the unit member's retirement system as described in Article 14(A)(1). However, if the retiring unit member dies prior to receipt of severance pay, such severance pay shall be made to the deceased unit member's legal heirs, successors or assigns as provided by law, will, or the courts. The pay shall be subject to all legal deductions.
6. Payment of severance pay for unused sick leave shall eliminate all accrued sick leave of the unit member in the District.

**ARTICLE 15**  
**ASSAULT LEAVE**

A. **THREATS**

Any unit member who is threatened with bodily harm by an individual or a group while carrying out the unit member's assigned duties shall be offered reasonable protection by the Board. The unit member shall immediately notify the unit member's building principal or supervisor. The principal or supervisor shall then immediately notify the Superintendent. Together they shall take immediate steps in cooperation with the unit member to provide every reasonable precaution for the unit member's safety. Precautionary steps including any advisable legal action shall be reported to the Superintendent at the earliest possible time. The Board or the individual unit member may file a report with an appropriate law enforcement agency.

B. **ASSAULT DISABILITY**

Workers' Compensation shall determine.

C. **MEDICAL EXAMINATION**

The assaulted injured unit member shall undergo such medical, psychological/psychiatric examinations by such examiners as are requested by the Board at the Board's expense if the unit member's assault leave absence exceeds five (5) days, and when found fit for duty the unit member shall return to active duty. The Board shall pay all medical, psychological/ psychiatric expenses not covered by the unit member's medical insurance and Worker's Compensation up to a limit of Five Thousand Dollars and Zero Cents (\$5,000.00).

D. **PERSONAL PROPERTY**

Unit members whose personal property (e.g., eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried) is damaged in an assault on the unit member's person arising from and in the course of the unit member's employment may apply for and shall be reimbursed costs of repairs or replacement. If an item is damaged beyond repair, actual value at the time of damage shall be reimbursed, not to exceed One Thousand Dollars and Zero Cents (\$1,000.00). A paid receipt shall be provided to the Treasurer, excluding insurance coverage, if any.

E. Assault leave shall be a paid leave and shall not be charged against sick leave accumulation.

F. Assault leave shall be in effect on the first day of absence.

G. No Moonlighting: While a unit member is on assault leave, the unit member shall not accept employment with any other employer including, but not limited to, the Board.

H. Assault leave shall run concurrently with qualifying Family and Medical Leave Act of 1993 ("FMLA") leave.

**ARTICLE 16**  
**SICK LEAVE**

1. General

a. There shall be fifteen (15) days of sick leave per school year for each full-time unit member employed by the Board. Unit members who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time unit members. A unit member employed as a substitute with an assignment to one (1) specific teaching position shall, after sixty (60) days of service, be granted sick leave. The basis for determining this number of days of sick leave shall be one and one-fourth (1¼) days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of two hundred

fifty (250) days except unit members who have accumulated two hundred fifty (250) days of sick leave shall start the school year with two hundred fifty-nine (259) days of sick leave, to be adjusted in June, at the end of the student year. Unused sick days accumulated over and above the two hundred fifty (250) day maximum in one (1) student school year shall not carry over to the next student school year.

- b. At the beginning of a full-time unit member's contract year, unit members with a cumulative total of less than five (5) days sick leave shall be advanced the number of days necessary to bring their beginning total to five (5) days. If the sum of a unit member's cumulated days of sick leave at any time is below the maximum allowed accumulation, only a sufficient number of days shall be recorded to his/her credit to bring the total of the cumulated days of sick leave up to a maximum approved by the Board. No unused portion of the annual fifteen (15) days sick leave allowance per year shall be carried from one year to the next after the unit member has the maximum sick leave approved by the Board.
  - c. If a unit member is employed during the school year, the unit member shall be credited with days of sick leave in proportion to the fractional part of the unit member's term which remains at the rate of one and one-fourth (1 1/4) days per month.
  - d. Sick leave shall be updated by the second pay per month.
2. Proof of illness or of absence for other reasons must be established with the Superintendent.
  - a. Each unit member absent more than three (3) consecutive days, shall be required to furnish a satisfactory written signed statement listing the name and address of the attending physician and the dates when he/she was consulted to justify the use of sick leave when absence is a result of personal illness or injury in the immediate family. The signing and filing of such absence report by a unit member shall be a certification by the unit member that the facts and statements contained in said report are true and correct. The filing of any willfully false statement by a unit member shall be considered by the Board as grounds for suspension or termination of employment under R.C. 3319.141, R.C. 3319.16, and applicable laws.
3. A unit member may use a part or all of the cumulated leave before the maximum approved by the Board have accumulated. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to the maximum of days. Unit members may use sick leave for absence due to personal illness, disability resulting from pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the unit member's immediate family. Immediate family shall be defined as the member's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the unit member), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).
4. A unit member planning to request a leave of absence and/or use of sick leave following childbirth shall make her request in writing, accompanied by a statement from her doctor indicating the expected delivery date. This request shall be made at least ninety (90) days prior to her expected delivery date. For the purpose of this provision, a unit member may use up to six (6) weeks of sick leave following the birth of a child (up to eight (8) weeks if the child was delivered via cesarean section). The six (6) or eight (8) week period begins the date of the birth of the child. Verification of continuing disability after the six (6) or eight (8) week period shall be required by the Superintendent, upon written notice to the unit member.
5. A unit member who transfers from a public agency to a school district shall be credited with the unused balance of the unit member's accumulation permitted in the school district to which the unit member transfers provided that such re-employment takes place within ten (10) years of the date of the last termination from public service.

6. Any unit member who uses all the unit member's accumulated sick leave may substitute unused personal, emergency, or other forms of leave provided for under R.C. 3319.08.
7. All unit members whose sick leave has been exhausted, or who are on a disability leave of absence, or who are on an approved leave of absence may continue group term life, hospitalization, surgical, and any other health insurance coverage provided for in this Agreement pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). The cost of such coverage is to be paid by the unit member.
8. A unit member absent from work in excess of the number of sick leave or other authorized leave days accumulated by the unit member shall receive a salary deduction for those days that exceed the unit member's accumulated authorized leave days calculated by dividing the number of days in the unit member's duty year into the gross annual salary, thus arriving at a per-diem deduction.
9. For the purpose of this Article, a day shall be defined as a workday plus any meetings or duties before or after school.
10. No Moonlighting: While a unit member is on sick leave, the unit member shall not accept employment with any other employer including, but not limited to, the Board.
11. Sick leave shall run concurrently with qualifying FMLA leave.

**ARTICLE 17**  
**PERSONAL LEAVE**

- A. All full-time unit members shall be granted three (3) days of personal leave per school year, unless a unit member has "rolled over" an unused personal leave day from the previous year for a total of four (4) days for that school year. Personal leave may be used for periods of one-half ( $\frac{1}{2}$ ) day. Part-time, hourly unit, and short year members shall have their days prorated appropriately.
- B. Personal leave shall be used for personal matters that cannot be conducted at any other time except during the regular school day. No unit member shall ever take personal leave during testing periods. Nor shall personal leave ever be taken during the first week of school. Additionally, personal leave may not be used the day before or the day after a vacation or holiday, or during the last week of school except in case of emergency or significant event as approved by the Superintendent and, except that, on one (1) occasion during the school year, members may use one (1) personal leave day on one of the following: either the day before or the day after a holiday or vacation, or during the last week of the school year. Unit members are to contact their building principal to request emergency personal leave. Unit members shall not use more than two (2) personal leave days on consecutive work days unless a specific reason is given, and the requested leave is approved by the Superintendent or designee. From the beginning of the school year through the last day of March, no more than three (3) of the unit members in the building may take personal leave on any given day. From the first day of April through the end of the school year, no more than one (1) of the unit members in the building may take personal leave on any given day.
- C. Requests for personal leave shall be submitted for approval to the building principal at least one (1) week in advance of the day requested. Personal leave requests must be submitted on an appropriate form and shall be granted on a first come, first served basis. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed with the building principal. Failure to do so shall result in the loss of the requested leave.
- D. Unit members with unused personal leave days from the previous year may "roll over" a maximum of one (1) personal leave day to the following school year. Personal leave days that are unused and not "rolled over" shall be added to the unit member's cumulative total sick leave days effective July 1st of each year.
- E. For the purposes of this Article, a day shall be defined as a workday plus any meetings or duties before or after school.

- F. Unit members electing to “roll over” a personal leave day must notify the treasurer in writing by May 1st.
- G. Emergency personal leave shall be granted for emergency purposes only. Personal leave for emergency purposes may be taken at any time and do not need to follow the month, testing, and building restrictions/guidelines set forth in Article 17(B).

**ARTICLE 18**  
**JURY DUTY LEAVE**

- A. Unit members who are called for jury duty are to notify the Treasurer and the building principal promptly when such summons is received. According to the State Auditor, educators cannot be paid school salary and jury duty payment for the same day. The unit member should contact the Treasurer to determine a procedure for handling this matter. Jury duty leave shall not reduce sick leave or personal leave accumulation.
- B. If a bargaining unit member has jury duty on a non-scheduled workday, the bargaining unit member shall keep the money.
- C. No Moonlighting: While a unit member is on jury duty leave, the unit member shall not accept employment with any other employer including, but not limited to, the Board.

**ARTICLE 19**  
**PARENTAL LEAVE**

Upon written request of the unit member, the Board may grant an unpaid leave of absence for a period not to exceed one year under the following conditions:

- A. The request is to be made ninety (90) days in advance of the baby's birth; however, an exception shall be made in case of adoption, foster care with the intent to lead to adoption or unforeseeable circumstances.
- B. Leaves shall be without pay for maternity, paternity, foster care, and adoption. However, for an adoption, a bargaining unit member may use up to ten (10) days of paid leave, first using all remaining personal leave days and then sick leave, to total ten (10) days. Following the use of ten (10) days of paid leave, a bargaining unit member may then request unpaid leave for an adoption, but a maximum of 12 weeks paid and unpaid leave shall be permitted as FMLA leave. (Paid and unpaid leave shall run concurrently with FMLA leave).

The limited contract of an individual who has been granted a leave of absence shall continue without interruption.

- C. Leaves shall be granted for an entire year, or one (1) semester, or one (1) grading period. The unit member may request one (1) semester or grading period, then request a second semester or grading period if the request is made in writing to the Superintendent thirty (30) days prior to the end of the first leave.

Extension of leave may be granted by the Superintendent in cases of unforeseeable circumstances. The Superintendent may also grant early return from leave for unforeseeable circumstances.

- D. If the unit member shall not be returning to the school system after the leave, the following conditions must be met:

**LENGTH OF LEAVE**

**NOTIFICATION OF RESIGNATION**

Grading period\*

Two (2) weeks prior to the end of the grading period

1 Semester*	First Semester - December 1 Second Semester - May 1
1 Year	May 1

\*In accordance with the school calendar.

- E. The unit member shall return at the beginning of a grading period.
- F. When the unit member returns from a leave of absence, every effort shall be made to return the member to the position he/she held prior to the leave of absence.
- G. Seniority shall not be affected by this leave. Leaves shall be without fringe benefits, but unit members have the right to continue coverage by paying the premiums.
- H. No Moonlighting: While a unit member is on parental leave, the unit member shall not accept employment with any other employer including, but not limited to, the Board.
- I. Parental leave shall run concurrently with qualifying FMLA leave.

**ARTICLE 20**  
**LEAVE OF ABSENCE WITHOUT PAY**

Upon written request of the unit member made ninety (90) days in advance and upon the recommendation of the Superintendent, the Board may grant a leave of absence for a period not to exceed one (1) year under the following conditions:

- A. Leaves shall be without pay, and without increment in the salary schedule. An individual on a limited contract who has been granted a leave of absence shall have his/her contract run concurrently with his/her leave of absence. In short, the contract shall not be held suspended in time until the return of the unit member.
- B. Leaves of absence without pay for one (1) year, (1) semester, or one (1) grading period per school calendar may be granted upon request.
- C. The Board shall be notified in writing of the unit member's intention to return by December 1 for a first semester leave of absence, and by April 1 for a second semester leave of absence, and by two (2) weeks before the end of the grading period before desiring termination of leave of absence.
- D. When a unit member returns from a leave of absence, every effort shall be made to return the member to the position he/she held prior to the leave of absence.
- E. Seniority shall not be affected by unpaid leave of absence.
- F. The unit member may continue insurance coverage at unit member's expense for the duration of the unpaid leave of absence.
- G. If personal illness is the reason for the request, a bargaining unit member may request a leave of absence for a period of not more than two consecutive school years, and the Board shall grant such a request.
- H. No Moonlighting: While a unit member is on an unpaid leave of absence, the unit member shall not accept employment with any other employer including, but not limited to, the Board.

**ARTICLE 21**  
**NOTICE OF VACANCIES, ASSIGNMENTS, AND RE-ASSIGNMENTS**

- A. 1. A unit member vacancy is created when a bargaining unit member resigns, retires, dies and/or is terminated and/or non-renewed, or when a new bargaining unit position defined as any position created requiring an additional bargaining unit member and shall be posted on the District's website. Postings shall include minimum qualification(s) for the position. If the vacancy should occur during the summer, electronic mail notification shall be sent to each unit member and a One Call Now notification shall be made. Nothing in this Article shall require the Board to fill any position that is vacant. The Association President(s) shall receive electronic mail notification of all positions prior to posting (this includes vacancies occurring during the summer).
2. Before the posting of a new bargaining unit position, a job description must be developed and the position approved by the Board of Education for hiring.
- B. In the spring when the building principal sends a questionnaire to each unit member asking if they plan to return, space shall be added to enable the unit member to indicate if they desire a staffing change or consideration for a specific supplemental position. Any unit member indicating a desire for change shall be notified directly by electronic mail or telephone during the summer if a position opens in which he/she has indicated an interest. Each notified unit member shall have one (1) week from the date of the emailing or telephone call to contact the building principal or the Superintendent if he/she still desires a change. Seniority in the system shall be given preference if the applicants are deemed similarly qualified by the Board.
- The Board shall fill all posted positions if a qualified bargaining unit member (at the discretion of the Superintendent) has applied. If no qualified bargaining unit members have applied, the posting can be withdrawn if no qualified candidates (at the discretion of the Superintendent) can be found.
- C. Supplemental positions shall be filled by the most qualified unit member applicant as determined by the judgment of the Board. If there are no qualified unit member applicants as determined by the Board, the Board shall follow R.C. 3313.53 when filling the positions.
- D. Involuntary transfer shall be defined as a transfer against the will of the bargaining unit member and shall not be arbitrary or capricious. If a bargaining unit member's assignment is changed after the beginning of the school year, the bargaining unit member shall receive three (3) days of extended pay. Changing an assignment would be different grade level or different subjects. If a bargaining unit member's assignment is changed after the start of the second semester, the bargaining unit member shall receive five (5) days of extended pay. If a position becomes available during the school year that a bargaining unit member requests, no extended pay shall be granted.
- E. Notice of tentative assignments shall be given to bargaining unit members on or before the end of each school year. In the event the Superintendent determines that a change of assignment may be necessary after tentative assignments have been provided, before finalizing his/her determination the Superintendent shall provide the affected bargaining unit member with an opportunity to meet with him/her to discuss the reasons for the proposed assignment and to hear the bargaining unit member's response and suggestions concerning the proposed change. It is the intent of this subsection to promote fair, equitable and professional relations concerning assignments. The Superintendent retains final authority to make assignments.

**ARTICLE 22**  
**LENGTH OF SCHOOL YEAR AND WORK DAY**

- A. The unit member work day shall not be longer than seven and one-half (7 1/2) hours.



1. **If a required meeting is scheduled, a unit member may be required to remain up to an extra three (3) hours per month beyond the work day.** The Board shall pay twenty-five dollars (\$25) per hour, in fifteen (15) minute segments for meetings that exceed the three (3) hour per month cap. Any meeting called and held on the same day shall be within the seven and one-half (7½) hour work day. This does not include early-dismissal days.

Kindergarten teachers and the district nurse shall be given a maximum of two (2) days before the beginning of each school year for screening (assessment and placement) of incoming students. The kindergarten teachers and the district nurse shall be paid at their per diem rate.

2. If a required duty is scheduled before or after the student day, the unit member shall serve that duty. Duties shall be assigned by the building principal or his/her designee so that the total minutes of duty time shall be assigned as nearly equal as possible among unit members unless a person can be hired to cover these duties. The duty schedule shall be prepared in advance with the understanding that unit members may trade duties if the trade is agreeable to both unit members and approved by the building principal.
3. The Board shall pay twenty-five dollars (\$25) per hour in fifteen (15) minute segments for unit members who supervise duties beyond the seven and one-half (7½) hour unit member duty day.
4. Unit members who require students to serve detention with them personally on an intermittent basis shall not receive additional compensation.
5. IEP meetings shall be conducted during the teacher day, if at all possible; however, if that is not possible, the Board shall compensate the bargaining unit member at their per diem hourly rate of pay. (IEP shall not count in the three (3) hour cap). If the IEP meeting occurs during the unit member's planning time, the unit member shall be compensated twenty-five dollars (\$25) for the meeting. The Parties understand that the Board must comply with the requirements of federal and state law regarding parents' rights concerning the scheduling of IEP meetings.

B. The work day for each full-time unit member shall include the following:

1. At least a thirty (30) minute, uninterrupted, duty-free lunch period plus six (6) minutes for student movement. Unit members may leave the building during their duty-free lunch period with notification to the building principal or designee.
2. Forty (40) consecutive minutes during the student day for educational planning time for all unit members in grades 5-12.
3. No less than two hundred (200) minutes within the seven and one-half (7½) unit member day shall be scheduled for educational planning time for all unit members in Grades K-4 during the contract week.
4. Open house in grades K-8 and High School Graduation in grades 9-12 shall count as one-half (½) day toward second semester conference.

C. Before a unit member is requested by the building principal to serve as a substitute, every effort shall be made to obtain a substitute. A middle school/high school unit member so assigned shall be compensated twenty-five (\$25) dollars for covering a class and ten (\$10) dollars for taking students during study hall. An elementary unit member so assigned shall be compensated thirty (\$30) dollars per hour unless more than one elementary unit member is so assigned wherein the thirty (\$30) dollars per hour shall be divided proportionally (e.g., \$30 divided by three elementary unit members equals \$10 per hours). The study hall teacher shall receive only one stipend.



It shall be the responsibility of the building principal to inform the Treasurer of earned compensation. The unit member shall receive such earned compensation on the next pay date after notification.

- D. A minimum of at least ten (10) minutes shall be scheduled for travel between the elementary school and the middle school for those unit members who are assigned to both work sites.

Unit members who must travel between the high school and the elementary school/middle school complex shall be scheduled a minimum of fifteen (15) minutes for travel between buildings.

- E. Scheduled parent-teacher conference days arranged by the Administration after consultation with building faculty may start at a time different from the regular starting time for unit members; however, such scheduled time shall not exceed seven and one-half (7½) continuous hours including a one-half (½) hour duty-free time for unit members.

F. **UNIT MEMBER YEAR**

The unit member year shall be defined as follows:

**185 Total Days**

- 1 All unit members not qualifying for extended service shall be granted one (1) day of extended service which shall be held no more than two days before the student's first day of school and shall be one-half (1/2) day for classroom preparation and one-half (1/2) day for professional development/building meetings as set forth in Article 26(E). For those unit members qualifying for extended service pursuant to Article 26(A)-(D), this one (1) day shall be included within the extended service provided pursuant to Article 26(A)-(D).
- 176 Instructional Days
- 1 Classroom Work Day (which includes convocation and building and district level meetings) before the student's first day of school.
- 1 Classroom Work Day (which includes building and district level meetings) after the student's first day of school.
- 0.5 Building Level Events (e.g., conferences, open houses, graduation, etc.)
- 0.5 Building Level Events (e.g., conferences, open houses, graduation, etc.)
- 0.5 Building Level Events (e.g., conferences, open houses, graduation, etc.)
- 0.5 Building Level Events (e.g., conferences, open houses, graduation, etc.)
- 4 Professional Development Days exclusive of the three (3) hours per month as set forth in Article 22(A)(1).

**Note:** Teacher Contracted Days = 184.  
Extended Service Day brings the number up to 185.

- G. Teachers employed for Grades K-4 shall be either full-time or half-time. A half-time elementary school teacher (Grades K-4) shall be employed for two hundred twenty-five (225) minutes. A half-time teacher shall not be required to perform any duties outside of the two hundred twenty-five (225) minute period.

- 1. Any half-time bargaining unit member in Grades K-4 shall receive fifty percent (50%) of salary and insurance benefits.
- 2. Any five-eighths (5/8) time unit member who is transferred or otherwise assigned to a half-time position in Grades K-4 shall receive the same level of pay and benefits as if he/she were employed five-eighths (5/8) time.
- 3. Current full-time positions shall not be split into part-time positions, unless mutually agreed to.
- 4. A bargaining unit member shall not be issued two (2) part-time contracts.

Any bargaining unit member in Grades 5-12 with at least three (3) assignments shall receive a forty (40) consecutive minute paid planning period and receive fifty percent (50%) of contract (i.e., both salary and insurance benefits).

Any bargaining unit member in Grades 5-12 with four (4) assignments shall receive a forty (40) consecutive minute paid planning period, full benefits, and shall be paid sixty-two and five-tenths percent (62.5%) of contract/salary.

- H. A unit member new to the District shall be paid the unit member's daily per diem rate for the new teacher work day, the attendance of which is mandatory for all unit members who are new to the District.

**ARTICLE 23**  
**STRS CONTRIBUTIONS**

The Board shall pay the employer's share of STRS contributions and the unit member shall pay the employee's share of STRS contributions.

**ARTICLE 24**  
**INSURANCE**

- A. **MEDICAL** Premiums for insurance shall be paid as follows:

Family -	Board pays eighty percent	(80%)
	Member pays twenty percent	(20%)
Single -	Board pays ninety percent	(90%)
	Member pays ten percent	(10%)

See Appendix C for schedule of benefits.

- B. **DENTAL**

The Board shall provide and pay ninety percent (90%) of premiums for single and family coverage for unit members for the current dental program.

(Oasis 19-N-R&C 100/80/60/50 Plan, which was in effect during the 1987-88 school year).

The following is a summary, prepared by the carrier, of the current dental program schedule of benefits now provided through the plan currently in effect between the Board and carrier:

Maximum Benefit Each Calendar Year:	
For Class I, II, and III Services - - - - -	\$1,000.00
Lifetime Maximum for Orthodontic	
Services, Per Person - - - - -	\$1,000.00
Individual Deductible - - - - -	\$ 25.00
Family Deductible - - - - -	\$ 50.00

Percentage (of Reasonable and Customary) or Scheduled Amounts Payable for Covered Dental Expenses:

Class I - 100%	Class III - 60%
Class II - 80%	Class IV - 50%

Eligible dependent children who are full time students are covered to the age of 25.

C. **LIFE INSURANCE**

The following is a summary, prepared by the carrier, of the present life insurance schedule of benefits now provided through the policy currently in effect between the Board and carrier:

- 1. Eligible Classes - I - All eligible unit members
- 1. Term Life Amount - \$40,000
- 1. AD & D Amount - \$40,000

The Treasurer shall investigate terms and conditions of making additional life insurance available to unit members who wish to purchase it at their cost. This information shall be shared with the Association President and, if acceptable to the Board and the Association, shall be offered.

D. **VISION**

The Board shall provide and pay one hundred percent (100%) of premiums for single and family coverage for unit members for the current vision program upon registration with the Treasurer.

E. **RIGHT TO CHANGE CARRIERS**

The Board has the right to change carrier as long as the coverage is equal to or exceeds the current coverage at no additional cost to unit members and with prior notice to the Association.

F. **BENEFITS FOR LESS THAN FULL TIME UNIT MEMBERS**

The Board shall pay fifty percent (50%) of the monthly premiums for unit members employed in K-4 with two hundred twenty-five (225) minute assignments and 5-12 with three (3) period assignments. Unit members in K-4 who are employed for more than two hundred twenty-five (225) minutes per day and 5-12 with four (4) assignments or more receive full benefits.

G. **BENEFITS FOR UNIT MEMBERS WHO RESIGN**

Unit members who resign from employment with the Board prior to June 30<sup>th</sup> and with an effective resignation date no later than the last day of the school year (i.e., the unit member must complete the full school year in its entirety) shall receive insurance benefits through July 31<sup>st</sup>.

H. **BENEFITS FOR UNIT MEMBERS WHO RETIRE**

Unit members who retire from employment with the Board shall receive insurance benefits through the effective retirement date.

**ARTICLE 25**  
**SALARY SCHEDULE**

A. **BASE SALARY**

<u>SCHOOL YEAR</u>	<u>INCREASE</u>
2018-2019 School Year	2.00%
2019-2020 School Year	2.25%
2020-2021 School Year	2.00%

B. **SALARY SCHEDULE INDEX**

Commencing with the 2018-2019 school year, there shall be a Step 20 added to the salary schedule index.

C. **TEACHER RETIREES**

1. Retired teachers shall begin at Step 5 of the Salary Schedule and progress one step a year until they would reach Step 10 and then they would be frozen.
2. One year contracts shall only be issued.
3. The District is not bound by evaluations or contract sequence.
4. The District shall not pay health benefits unless mandated by STRS rules.
5. It shall be at the Board's discretion whether a retiree is hired and/or retained.
6. Retired/re-hired teachers shall not accrue seniority.

**ARTICLE 26**  
**EXTENDED SERVICE**

The Superintendent may recommend unit members for employment on extended service beyond the term of the regular school year, subject to all of the following regulations:

- A. The activity is requested or has received prior approval by the Administration.
- B. The activity is an extension of the regular classroom and supports the classroom.
- C. The activity is not a regularly assigned duty as defined in Article 22.
- D. Salary shall be determined by dividing the yearly base salary, as determined by the unit member's salary schedule, by the number of days in the unit member's duty year, as listed on the school calendar, and then multiplying this daily rate times the number of authorized extended service days.
- E. All bargaining unit members not qualifying for extended service shall be granted one (1) day of extended service at the beginning of the school year: one-half (1/2) day for classroom preparation and one-half day for building meetings.

**ARTICLE 27**  
**PAY PRACTICES**

A. **PAY DATES**

1. Unit members shall be paid bi-weekly on twenty-six (26) or twenty-seven (27) checks per year as determined by the Treasurer. Pay day shall be every other Friday, with first pay at the end of two (2) weeks after the start of the school year, regardless of the last pay period of the preceding year. All checks shall be directly deposited.
2. It shall be the responsibility of the unit member to inform the Treasurer of a change of address.

B. **PAYROLL DEDUCTIONS OF DUES**

Authorized deduction of Association dues shall be made and transmitted according to procedures agreed to by the Board and Association.

C. **TAX SHELTERED ANNUITIES**

The Board shall provide payroll deduction for Board approved tax sheltered annuity programs.

D. The Board shall provide payroll deduction for EPAC, Credit Union, and United Way.

E. All supplemental checks shall be paid in a lump sum after the season is completed. A date for each season shall be chosen by the Treasurer, and all coaches for that season shall be paid at that time, when all required duties are completed.

**ARTICLE 28**  
**SUPPLEMENTAL CONTRACTS**

A. The Supplemental salaries are classified as follows:

**Level 1**

Instrumental Music (school year)

**Level 1a**

Head Football Coach  
Head Boys' Basketball Coach  
Head Girls' Basketball Coach

**Level 2**

Head Cross Country Coach (Boys & Girls combined)  
Head Boys' Soccer Coach  
Head Girls' Soccer Coach  
Head Volleyball Coach  
Head Wrestling Coach  
Head Baseball Coach  
Head Softball Coach  
Head Boys' Track Coach  
Head Girls' Track Coach  
High School Yearbook Advisor\*  
High School Vocal Music (school year)

**Level 3**

Varsity Assistant Football Coach (4)  
JV Wrestling  
Musical Director  
Head Boys' Golf Coach  
Head Girls' Golf Coach  
Band Assistant  
Varsity Assistant Track Coach (2)  
JV Boys' Golf Coach  
JV Boys' Basketball Coach  
JV Girls' Basketball Coach  
JV Volleyball Coach  
JV Baseball Coach  
JV Softball Coach

Fall Faculty Manager  
Winter Faculty Manager

**Level 4**

Varsity Basketball Cheerleading Coach  
Freshman Volleyball Coach  
Freshman Boys' Basketball Coach  
Freshman Girls' Basketball Coach  
Head Junior High Football Coach  
7th Grade Volleyball Coach  
8th Grade Volleyball Coach  
Junior High Cross Country Coach (Boys & Girls)  
7th Grade Boys' Basketball Coach  
8th Grade Boys' Basketball Coach  
7th Grade Girls' Basketball Coach  
8th Grade Girls' Basketball Coach  
Junior High Wrestling Coach  
Junior High Boys' Track Coach  
Junior High Girls' Track Coach  
Musical Director

**Level 5**

Varsity Football Cheerleading Coach  
JV Basketball Cheerleading Coach  
Coordinator of Vocal and Instrumental Music for Musical  
Assistant Play Director  
Theater Lighting/Sound  
Junior High Assistant Football Coach (2)

**Level 6**

JV Football Cheerleading Coach  
Junior High Basketball Cheerleading Coach  
High School Play  
Flag Corps Advisor  
Junior Class Coordinator  
Senior Class Coordinator  
LPDC (3 bargaining unit members) (school year)  
Mentors/Resident Educators  
Knowledge Bowl Coach

**Level 7**

Junior High Football Cheerleading Coach  
Junior High Play

**Level 8**

Science Fair Chairman  
6th Grade Outdoor Education  
Honor Society Advisor  
Spelling Bee Advisor

High School Student Council Advisor  
Middle School Student Council Advisor  
Department Heads  
High School Model U.N.  
Middle School Model U.N.  
Middle School Yearbook  
Elementary School Yearbook  
Middle School Washington DC Trip Coordinator

The position of High School Yearbook Advisor shall be a Level 3 if done as a class period during the normal school day. If it is not done during the normal school day, it shall be a Level 2.

B. **SALARY AND YEARS OF SERVICE**

C. **PROCEDURES FOR SALARY SCALE STEP PLACEMENT:**

1. Coaching of any given sport on a lower level than the varsity level shall be counted as experience on the varsity level at a rate of fifty percent (50%) of the total years of coaching experience at the lower level within that sport; provided that, any coach within the District who moves from a lower level to a higher level within the same sport shall not be placed at a step for coaching at the higher level that results in less coaching pay than he/she received while coaching at the lower level. Half years of varsity experience shall be rounded to the next higher whole number. Supplemental positions which are on the same salary level shall have experience count equally on that level.
2. Freshman activity experience shall apply as past experience for reserve experience.
3. Varsity and reserve coaching experience would apply for placement on the freshman and junior high scales at one hundred percent (100%).
4. Up to five (5) years of coaching or extra-curricular experience may be transferred within the same sport or extra-curricular position.
5. All supplemental contracts shall automatically expire at the end of each year without the need for the Board to take any action or provide any notice to the supplemental contract holder.

**ARTICLE 29**  
**PROCEDURES FOR NEGOTIATIONS OF**  
**A SUCCESSOR AGREEMENT**

A. **SCOPE OF NEGOTIATIONS**

The obligation to bargain collectively means to negotiate in good faith at reasonable times and reasonable places and to execute a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not require the Board or the Association to agree to a proposal nor does it require the making of a concession.

B. **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

1. Either party may request negotiations for a successor Agreement by submitting a notice to negotiate to the State Employment Relations Board ("SERB") and to the other party between one hundred twenty (120) and ninety (90) days prior to the expiration of this Agreement.
2. Within fifteen (15) days of receipt of said notice, representatives of the Parties shall meet and submit proposals for the successor Agreement. Said proposals shall be comprehensive in nature and no additional issues shall be introduced after the first session without mutual agreement.

Subsequent bargaining sessions shall be set at times and dates as are mutually agreed to by the teams.

Negotiation teams shall be limited to ten (10) members each, unless both Parties mutually agree to a different number for specific meetings.

3. Negotiations sessions shall be conducted in executive session; however, each party may report on the progress of negotiations to their respective constituency.
4. Upon request of either bargaining team, a bargaining session may be recessed to permit a caucus.
  - a. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team, up to a limit of five (5).
5. There shall be three (3) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) shall be submitted to the State Employment Relations Board.
6. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a tentative agreement, signed by the appropriate representatives, and submitted within thirty (30) calendar days to the Association and the Board for approval.
  - a. The final Agreement, as adopted by the Board and ratified by the Association, shall be printed by a professional printer and presented to each member within thirty (30) days. The cost of the printing, including labor and materials for one hundred twenty-five (125) Association copies and seventy-five (75) Board of Education copies, shall be split by the Parties. The Association shall be responsible for printing the contract.
7. In the event an agreement is not reached after forty-five (45) days from the first bargaining session, either of the Parties shall have the option of requesting the assistance of a federal mediator under the guidelines of the FMCS. The mediation process may be extended by mutual agreement of the Parties.
8. Within forty-five (45) days prior to the expiration of the contract, the Parties, by mutual agreement, may agree to another alternative dispute resolution procedure, including fact-finding. Any mutually agreed change shall be sent, in writing, to the SERB. A mutually agreeable fact-finder may be selected by the Parties or by using the voluntary rules of FMCS.
9. The Parties may mutually agree to extend the above time lines.

### **ARTICLE 30** **TOTAL AGREEMENT**

- A. This Agreement is the complete understanding reached between the Parties in the course of bargaining wages, hours, terms and other conditions of employment. Provisions herein shall supersede any previous Agreements or memoranda of understandings between the Parties. Any existing board policies or regulations in conflict with the terms of this Agreement shall be revised to conform to the terms and conditions set forth herein. The Board reserves the right to adopt policies and regulations, as long as they do not conflict with this Agreement.

Neither the Association nor Board waive any rights to bargain or refuse to bargain during the term of this Agreement respecting mandatory subjects of bargaining as defined in R.C. 4117.08, except as may be limited by R.C, Chapter 4117.



**ARTICLE 31**  
**INTERIM BARGAINING**

During the term of this Agreement, legislative or State Board of Education mandates, whose implementation would change the terms and conditions of employment, may arise. If such mandates occur, the Board shall give the Association at least thirty (30) calendar days' notice of the intended change. After notification, the Labor Management Committee shall meet within ten (10) days to discuss the impending change. If the Labor Management Committee is unable to resolve the issue, it shall be the Association's responsibility then to initiate bargaining by filing written notice with the Superintendent within ten (10) calendar days. If the Association does not make a timely request for bargaining, the Board may implement its intended change thirty (30) days after the Labor Management Committee meeting.

Upon Association request and during the bargaining period of thirty (30) calendar days, the Board's and Association's representatives shall bargain in good faith. If there is no agreement between the Parties within thirty (30) calendar days from the initial notice from the Board, the Parties shall mediate the issue with the assistance of a mediator approved by both Parties. The mediation period shall not exceed two (2) weeks.

If there is no agreement after the mediation period, the Board may implement its last offer and the Association may proceed in accordance with O.R.C. Section 4117.14(1)(2).

**ARTICLE 32**  
**LABOR/MANAGEMENT COMMITTEE**

A committee shall be organized, consisting of the President of the Association and three (3) Association members, Superintendent, Building Level Administrators, and a Board Member to meet upon the request of either party to attempt to resolve any problems which either party may wish to discuss. A minimum of two (2) meetings per year shall be held, on the third Monday of October and April, unless both Parties agree to meet beyond the minimum.

**ARTICLE 33**  
**CLASS SIZE**

The average maximum class size by grade level shall be as follows:

<u>Grades</u>	<u>Average Maximum Class Size by Grade Level</u>
K-4	28 (If this maximum is exceeded, an additional teacher shall be employed)
5-12	28 (Reasonable attempts shall be made to communicate with the Association President the reasonable effort that will be made to keep classes in Grades 5-12 to 28 per class).

The obligation to hire a teacher under the foregoing limits shall arise only where the average number of students enrolled in a grade level exceeds the limit of twenty-eight (28) average maximum pupils for a period of thirty (30) consecutive school days or forty (40) calendar days, whichever comes first. Once the average maximum class size enrolled in a grade level exceeds the limit for thirty (30) consecutive school days or forty (40) calendar days, whichever comes first, the Board must hire a teacher as set forth above for the remainder of the school year. In the event there are more or going to be more than twenty-eight (28) pupils per class, written communication will be sent to the Association President.

Grades

5-12 170 Total students served, per day, per semester. Excluded are special area music, P.E., study halls, and non-instructional supervisory duties. One full-time aide shall be hired to assist these areas. First priority shall be given to chorus 7-12.

The percent of time a special education student is out of the regular classroom shall be deducted from the calculation of the student/teacher ratio.

For those bargaining unit members who are less than full-time, the maximum number of students in Grades 5-12 shall be pro-rated according to the time of their contract.

**ARTICLE 34**  
**AGENCY FEE**

A. **PAYROLL DEDUCTION OF FAIR SHARE PLAN**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the LU-TEA, a fair share fee for the Association's representation of such non-members during the term of this contract.

B. **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE**

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the Unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. **SCHEDULE OF FAIR SHARE FEE DEDUCTIONS**

1. All fair share fee payers - Payroll deduction of such fair share fees shall begin at the first payroll period in January except that no fair share fee deduction shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.
2. Upon termination of membership during the membership year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction 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 fair share fee less the amount previously paid through payroll deduction.

D. **TRANSMITTAL OF DEDUCTIONS**

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. **PROCEDURE FOR REBATE**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and shall be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and of Ohio.

F. **ENTITLEMENT TO REBATE**

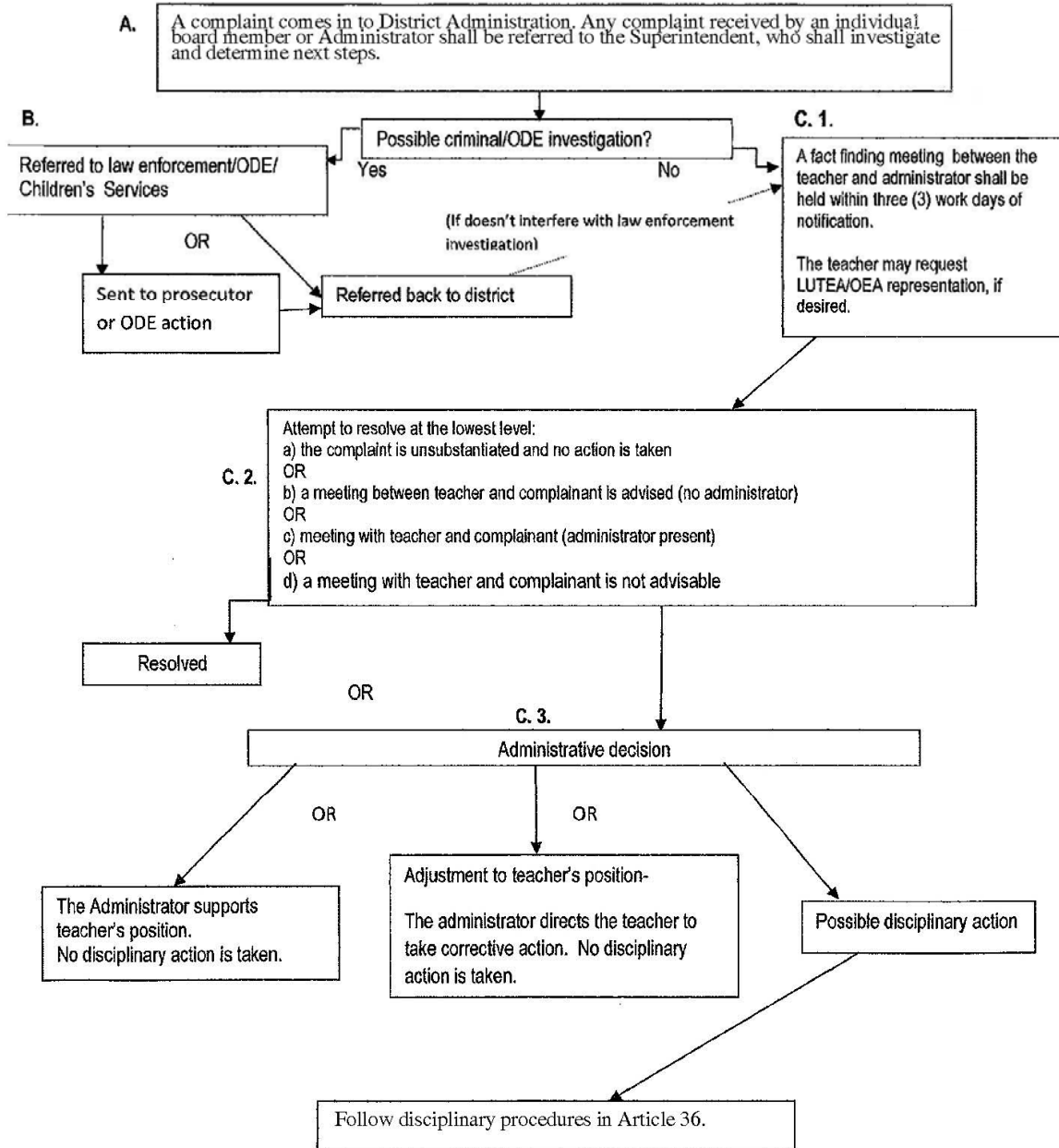
Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

G. **BOARD INDEMNIFICATION**

The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

1. The Association shall use their counsel to defend the Board. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
2. The Board agrees to:
  - a. Give full and complete cooperation and assistance to the Association at all levels of the proceeding;
  - b. Permit the Association or its affiliates to intervene as a party if it so desires; and
  - c. To not oppose the Association or its affiliates' application to file briefs Amicus Curiae in the action.
3. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**ARTICLE 35  
COMPLAINTS AGAINST BARGAINING UNIT MEMBERS**



**ARTICLE 36**  
**DISCIPLINARY ACTION**

Disciplinary action is defined as any written reprimand, written warning, or suspension without pay.

A. A hearing shall be scheduled by a District Administrator with the unit member prior to taking disciplinary action. LUTEA-OEA representation shall be included in the hearing if requested by the unit member.

Every attempt shall be made to resolve the matter quickly, by scheduling a disciplinary hearing within three (3) work days from notification, or, if necessary to ensure and accommodate proper unit member representation, within five (5) work days.

B. The issue is resolved with no disciplinary action taken. No documentation is placed in the unit member's personnel file.

OR

C. No unit member shall be subject to disciplinary action except for just cause.

D. **Disciplinary action is taken.**

1. All disciplinary actions and related matters shall be conducted in private, and kept confidential to the extent permitted by law.
2. Nothing herein shall prevent the teacher from being temporarily reassigned or being placed on paid leave of absence while the situation is being resolved.
3. No action taken against a unit member due to personal activities if does not interfere with contracted duties.
4. District administrators shall report possible violations of professional conduct standards to the Ohio Department of Education Office of Professional Conduct.

E. **Documentation:**

1. Written disciplinary documents shall be filed in the unit member's personnel file, except when directed otherwise by the Ohio Department of Education Office of Professional Conduct.
2. Whenever written documentation of disciplinary action is placed in the unit member's personnel file, a copy is given to the unit member and to the appropriate Administrator, and LU-T Board. The written documentation must be signed and dated by the unit member and the appropriate Administrator. The unit member's signature indicates only receipt and not that he/she necessarily agrees with the contents in part or in whole.
3. The unit member may write a statement in reference to the action taken, and this statement shall be included in the unit member's personnel file.
4. Any information that is placed in the unit member's personnel file shall be in accordance with Article 5, entitled "Personnel Files."

F. **FMCS Appeal:** For non-termination matters, the Association may request FMCS mediation.

G. Nothing herein shall otherwise preclude the Board from instituting non-renewal and/or contract termination proceedings pursuant to Ohio Revised Code when in the sole discretion of the Board it is determined that such action is warranted. Termination matters shall be governed by R.C. 3319.16 only and are never arbitrable.

**ARTICLE 37  
CERTIFICATION**

A bargaining unit member who has not taught in an area of certification/licensure for two (2) years or more may drop that certification/licensure at any time. A bargaining unit member who is teaching in an area of certification/licensure and desires to drop certification/licensure for that area must inform the Superintendent for possible re-assignment or possible termination of contract status.

**ARTICLE 38  
TUITION CREDIT**

Bargaining unit members' children, whether the unit member lives in an adjacent or non-adjacent school district, shall be given priority within the Board's open enrollment policy. Such enrollment shall be subject to the conditions of the Board's open enrollment policy and tuition free.

**ARTICLE 39  
TEACHER EDUCATION, CERTIFICATION AND LICENSURE**

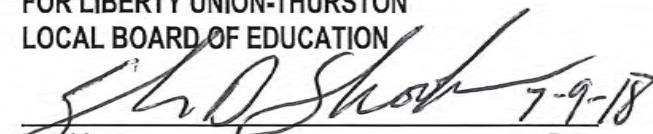
The Local Professional Development Committee (LPDC) shall be administered in accordance with the LPDC document dated 2002, which is hereby included as part of this Agreement.

**ARTICLE 40  
IMPLEMENTATION AND DURATION**

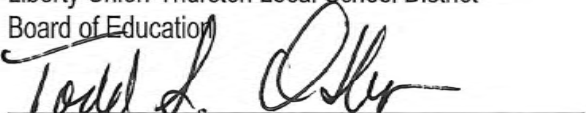
This Agreement shall be effective from 12:01 a.m., July 1, 2018 and continue in full force and effect through 12:00 midnight, June 30, 2021.

By affixing our signatures to this Agreement, it is affirmed that our respective party has taken necessary action to authorize us to enter into this Agreement.

**FOR LIBERTY UNION-THURSTON  
LOCAL BOARD OF EDUCATION**

  
\_\_\_\_\_  
President Date

Liberty Union-Thurston Local School District  
Board of Education


  
\_\_\_\_\_  
Superintendent Date

  
\_\_\_\_\_  
Treasurer Date

**FOR LIBERTY UNION-THURSTON  
EDUCATION ASSOCIATION/OEA/NEA**

  
\_\_\_\_\_  
President Date

Liberty Union-Thurston  
Education Association

  
\_\_\_\_\_  
Liberty Union-Thurston  
Education Association Date

**GRIEVANCE FORM**  
Article 3: Grievance Procedure

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Grievant's Name	Position	Building
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**INITIAL FILING** (Article 3, Section 2(B))

**Date of Event or Action Giving Rise to the Grievance:** \_\_\_\_\_

**Date of Filing Grievance Form with the Principal:** \_\_\_\_\_

(This grievance form must be filed with the Principal within twenty-one (21) days of when either the bargaining unit member or Liberty Union-Thurston Education Association/OEA/NEA ("Association") knew or should have known of the event or action giving rise to the grievance. A "day" during the school year shall mean a day school is in session, whereas as "day" during the summer break shall mean a scheduled day that the Board Office is open for business.)

**Full Statement of the Grievance** (i.e, the full explanation of the alleged violation, misinterpretation, or misapplication of a provision in the Collective Bargaining Agreement including the specific Article/Section number) - *Add attachment(s) if additional space is needed:*

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**Full Statement of the Relief Sought** - *Add attachment(s) if additional space is needed:*

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**Signature of Grievant:** \_\_\_\_\_

**Signature of Association President:** \_\_\_\_\_

**Copy to Principal**

**PRINCIPAL'S LEVEL** (Article 3, Section 2(C))

**Is the Grievance within the Principal's Authority?** \_\_\_\_\_  
(If the subject of the grievance is not within the authority of the Principal, the Principal shall state that the Principal lacks authority to resolve the grievance.)

\_\_\_\_\_  
**Date Principal Scheduled Initial Hearing:** \_\_\_\_\_  
(The Principal shall schedule an initial hearing within five (5) days of receipt of the grievance.)

**Date Principal Conducted Initial Hearing:** \_\_\_\_\_  
(The Principal shall conduct an initial hearing within ten (10) days of receipt of the grievance.)

**Principal's Response to the Grievance** (The Principal shall attach the Principal's response to the grievance) - *Add attachment(s) if additional space is needed:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date Principal Provided Response:** \_\_\_\_\_  
(Within five (5) days of the initial hearing, the Principal shall attach the Principal's response to the grievance and provide copies of said response to the Superintendent, Association President, and grievant.)

**Is the Grievant Satisfied with the Principal's Response?** \_\_\_\_\_

**Date Grievant Requested Move to Superintendent's Level, If Applicable:** \_\_\_\_\_  
(If the grievant is not satisfied with the Principal's response, the grievant may request that the grievance be moved to the Superintendent's level within ten (10) days of the Principal's response.)

**Signature of Principal:** \_\_\_\_\_

**Signature of Grievant:** \_\_\_\_\_

**Signature of Association President:** \_\_\_\_\_

**Copy to Grievant**

**Copy to Association President**

**Copy to Superintendent**

**NOTE:** See Article 3, Section 1, for General provisions including, but not limited to, representation rights and whom must be present at each hearing level.



**SUPERINTENDENT'S LEVEL** (Article 3, Section 2(D))

**Date of Receipt of Grievance Form with the Superintendent:** \_\_\_\_\_  
(This grievance form must be filed with the Superintendent within five (5) days of the initial filing if the Principal lacks authority OR within ten (10) days of the Principal's response if the Grievant is not satisfied with the Principal's response.)

**Date Superintendent Scheduled Hearing:** \_\_\_\_\_  
(The Superintendent shall schedule a hearing within five (5) days of receipt of the grievance.)

**Date Superintendent Conducted Hearing:** \_\_\_\_\_  
(The Superintendent shall schedule a hearing within ten (10) days of receipt of the grievance.)

**Superintendent's Response to the Grievance** (The Superintendent shall attach the Superintendent's response to the grievance) - *Add attachment(s) if additional space is needed:*

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

**Date Superintendent Provided Response:** \_\_\_\_\_  
(Within five (5) days of the Superintendent's hearing, the Superintendent shall attach the Superintendent's response to the grievance.)

**Is the Grievant Satisfied with the Superintendent's Response?** \_\_\_\_\_

**Date Grievant Requested Move to FMCS Level, If Applicable?** \_\_\_\_\_  
(If the grievant is not satisfied with the Superintendent's response, the grievant may request that the grievance be mediated through the Federal Mediation and Conciliation Service ("FMCS") within ten (10) days of the Superintendent's response.)

**Signature of Superintendent:** \_\_\_\_\_

**Signature of Grievant:** \_\_\_\_\_

**Signature of Association President:** \_\_\_\_\_

**Copy to Grievant**

**Copy to Association President**

**NOTE:** See Article 3, Section 1, for General provisions including, but not limited to, representation rights and whom must be present at each hearing level.

**FMCS MEDIATION** (Article 3, Section 2(E))

**Date Grievant Requested Move to FMCS Level:** \_\_\_\_\_

(If the grievant is not satisfied with the Superintendent's response, the grievant may request that the grievance be mediated through the Federal Mediation and Conciliation Service ("FMCS") within ten (10) days of the Superintendent's response.)

**Date of FMCS Scheduled Mediation:** \_\_\_\_\_

(FMCS shall schedule a mediation between the grievant and Board as soon as possible at a time that is mutually agreed to by the grievant and Board.)

**Board Designee for FMCS Mediation, If Any:** \_\_\_\_\_

(The Board may designate a board member to attend FMCS mediation upon the Board's sole discretion.)

**Is the Grievant Satisfied with FMCS Mediation?** \_\_\_\_\_

**Association's Declaration of Impasse and Written Notice to Arbitrate** (If the Association is not satisfied with the FMCS mediation upon impasse, the Association may declare impasse and give written notice to the Superintendent of the Association's written "demand to arbitrate" as set forth in the grievance procedures) - *Add attachment(s) if additional space is needed:*

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

**Date Demand to Arbitrate Moved to FMCS, If Applicable:** \_\_\_\_\_

(Written demand to arbitrate shall be filed by the Association with FMCS within five (5) days of the Association submitting said written demand to arbitrate to the Superintendent.)

**Signature of Grievant:** \_\_\_\_\_

**Signature of Association President:** \_\_\_\_\_

**Copy to Superintendent**

**NOTE:** See Article 3, Section 1, for General provisions including, but not limited to, representation rights and whom must be present at each hearing level.

**FMCS ARBITRATION** (Article 3, Section 2(F))

**Date Demand to Arbitrate Filed with FMCS:** \_\_\_\_\_  
(Written demand to arbitrate shall be filed by the Association with FMCS within five (5) days of the Association submitting said written demand to arbitrate to the Superintendent.)

**Date of FMCS Scheduled Arbitration:** \_\_\_\_\_  
(The arbitrator shall hold hearings to obtain facts and information necessary to make the arbitrator’s findings.)

**Findings of Arbitrator** (The arbitrator’s authority shall be limited to deciding only one (1) issue per hearing unless otherwise agreed to in writing by the Association and Board. The prevailing party shall be determined by the arbitrator.) - *Add attachment(s) if additional space is needed:*

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

**Prevailing Party:** \_\_\_\_\_

**Signature of Arbitrator:** \_\_\_\_\_

**Copy to Grievant**

**Copy to Association President**

**Copy to Superintendent**

**NOTE:** See Article 3, Section 1, for General provisions including, but not limited to, representation rights and whom must be present at each hearing level.

LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT

Step	BA	BA 150	MA	MA+30
(00)	1.000	1.040	1.100	1.310
(01)	1.040	1.085	1.150	1.370
(02)	1.080	1.130	1.200	1.430
(03)	1.120	1.175	1.250	1.490
(04)	1.160	1.220	1.300	1.550
(05)	1.200	1.265	1.350	1.610
(06)	1.240	1.310	1.400	1.670
(07)	1.280	1.355	1.450	1.730
(08)	1.320	1.400	1.500	1.790
(09)	1.360	1.445	1.550	1.850
(10)	1.400	1.490	1.600	1.910
(11)	1.440	1.535	1.650	1.970
(12)	1.480	1.580	1.700	2.030
(13)	1.520	1.625	1.750	2.090
(14)	1.560	1.670	1.800	2.150
(15)	1.600	1.715	1.850	2.210
(16)	1.600	1.715	1.850	2.210
(17)	1.600	1.715	1.850	2.210
(18)	1.640	1.760	1.900	2.270
(19)	1.640	1.760	1.900	2.270
(20)	1.680	1.800	1.940	2.310
(21)	1.680	1.800	1.940	2.310
(22)	1.680	1.800	1.940	2.310
(23)	1.680	1.800	1.940	2.310
(24)	1.680	1.800	1.940	2.310
(25)	1.720	1.845	1.990	2.370
(26)	1.720	1.845	1.990	2.370
(27)	1.720	1.845	1.990	2.370

LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
FY 2018-2019

Fairfield County

IRN #: 046888

Step	BA	BA 150	MA	MA+30
0	\$ 34,077.45	\$ 35,440.54	\$ 37,485.19	\$ 44,641.45
1	\$ 35,440.54	\$ 36,974.03	\$ 39,189.06	\$ 46,686.10
2	\$ 36,803.64	\$ 38,507.51	\$ 40,892.93	\$ 48,730.75
3	\$ 38,166.74	\$ 40,041.00	\$ 42,596.81	\$ 50,775.39
4	\$ 39,529.84	\$ 41,574.48	\$ 44,300.68	\$ 52,820.04
5	\$ 40,892.93	\$ 43,107.97	\$ 46,004.55	\$ 54,864.69
6	\$ 42,256.03	\$ 44,641.45	\$ 47,708.42	\$ 56,909.33
7	\$ 43,619.13	\$ 46,174.94	\$ 49,412.30	\$ 58,953.98
8	\$ 44,982.23	\$ 47,708.42	\$ 51,116.17	\$ 60,998.63
9	\$ 46,345.33	\$ 49,241.91	\$ 52,820.04	\$ 63,043.27
10	\$ 47,708.42	\$ 50,775.39	\$ 54,523.91	\$ 65,087.92
11	\$ 49,071.52	\$ 52,308.88	\$ 56,227.78	\$ 67,132.57
12	\$ 50,434.62	\$ 53,842.36	\$ 57,931.66	\$ 69,177.21
13	\$ 51,797.72	\$ 55,375.85	\$ 59,635.53	\$ 71,221.86
14	\$ 53,160.81	\$ 56,909.33	\$ 61,339.40	\$ 73,266.51
15	\$ 54,523.91	\$ 58,442.82	\$ 63,043.27	\$ 75,311.15
18	\$ 55,887.01	\$ 59,976.30	\$ 64,747.15	\$ 77,355.80
20	\$ 57,250.11	\$ 61,339.40	\$ 66,110.24	\$ 78,718.90
25	\$ 58,613.21	\$ 62,872.89	\$ 67,814.12	\$ 80,763.55

LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
FY 2019-2020

Fairfield County

IRN #: 046888

Step	BA	BA 150	MA	MA+30
0	\$34,844.19	\$36,237.96	\$38,328.61	\$45,645.89
1	\$36,237.96	\$37,805.95	\$40,070.82	\$47,736.54
2	\$37,631.73	\$39,373.94	\$41,813.03	\$49,827.20
3	\$39,025.50	\$40,941.93	\$43,555.24	\$51,917.85
4	\$40,419.26	\$42,509.92	\$45,297.45	\$54,008.50
5	\$41,813.03	\$44,077.90	\$47,039.66	\$56,099.15
6	\$43,206.80	\$45,645.89	\$48,781.87	\$58,189.80
7	\$44,600.57	\$47,213.88	\$50,524.08	\$60,280.45
8	\$45,994.33	\$48,781.87	\$52,266.29	\$62,371.10
9	\$47,388.10	\$50,349.86	\$54,008.50	\$64,461.76
10	\$48,781.87	\$51,917.85	\$55,750.71	\$66,552.41
11	\$50,175.64	\$53,485.84	\$57,492.92	\$68,643.06
12	\$51,569.41	\$55,053.82	\$59,235.13	\$70,733.71
13	\$52,963.17	\$56,621.81	\$60,977.34	\$72,824.36
14	\$54,356.94	\$58,189.80	\$62,719.55	\$74,915.01
15	\$55,750.71	\$59,757.79	\$64,461.76	\$77,005.67
18	\$57,144.48	\$61,325.78	\$66,203.97	\$79,096.32
20	\$58,538.24	\$62,719.55	\$67,597.73	\$80,490.08
25	\$59,932.01	\$64,287.54	\$69,339.94	\$82,580.74

LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
FY 2020-2021

Fairfield County

IRN #: 046888

Step	BA	BA 150	MA	MA+30
0	\$35,541.07	\$36,962.72	\$39,095.18	\$46,558.81
1	\$36,962.72	\$38,562.07	\$40,872.23	\$48,691.27
2	\$38,384.36	\$40,161.41	\$42,649.29	\$50,823.74
3	\$39,806.00	\$41,760.76	\$44,426.34	\$52,956.20
4	\$41,227.65	\$43,360.11	\$46,203.40	\$55,088.66
5	\$42,649.29	\$44,959.46	\$47,980.45	\$57,221.13
6	\$44,070.93	\$46,558.81	\$49,757.50	\$59,353.59
7	\$45,492.57	\$48,158.15	\$51,534.56	\$61,486.06
8	\$46,914.22	\$49,757.50	\$53,311.61	\$63,618.52
9	\$48,335.86	\$51,356.85	\$55,088.66	\$65,750.99
10	\$49,757.50	\$52,956.20	\$56,865.72	\$67,883.45
11	\$51,179.15	\$54,555.55	\$58,642.77	\$70,015.92
12	\$52,600.79	\$56,154.90	\$60,419.83	\$72,148.38
13	\$54,022.43	\$57,754.24	\$62,196.88	\$74,280.84
14	\$55,444.08	\$59,353.59	\$63,973.93	\$76,413.31
15	\$56,865.72	\$60,952.94	\$65,750.99	\$78,545.77
18	\$58,287.36	\$62,552.29	\$67,528.04	\$80,678.24
20	\$59,709.00	\$63,973.93	\$68,949.68	\$82,099.88
25	\$61,130.65	\$65,573.28	\$70,726.74	\$84,232.34

LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT

FY 2019, 2020, 2021

Level	0-1	2-4	5-7	8-10	11+
1	0.140	0.162	0.184	0.206	0.228
1-a	0.100	0.122	0.144	0.166	0.188
2	0.082	0.104	0.126	0.148	0.170
3	0.060	0.074	0.088	0.102	0.116
4	0.040	0.053	0.066	0.079	0.092
5	0.033	0.043	0.053	0.063	0.073
6	0.025	0.033	0.041	0.049	0.057
7	0.016	0.022	0.028	0.034	0.040
8	0.011	0.016	0.021	0.026	0.031



LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT  
 SUPPLEMENTAL SALARY SCHEDULE  
 FY 2018-2019

Fairfield County                      IRN #: 046888    **\$34,077.45**

Level	0 TO 1	2 TO 4	5 TO 7	8 TO 10	11+
1	\$4,770.84	\$5,520.55	\$6,270.25	\$7,019.95	\$7,769.66
1a	\$3,407.75	\$4,157.45	\$4,907.15	\$5,656.86	\$6,406.56
2	\$2,794.35	\$3,544.05	\$4,293.76	\$5,043.46	\$5,793.17
3	\$2,044.65	\$2,521.73	\$2,998.82	\$3,475.90	\$3,952.98
4	\$1,363.10	\$1,806.10	\$2,249.11	\$2,692.12	\$3,135.13
5	\$1,124.56	\$1,465.33	\$1,806.10	\$2,146.88	\$2,487.65
6	\$851.94	\$1,124.56	\$1,397.18	\$1,669.80	\$1,942.41
7	\$545.24	\$749.70	\$954.17	\$1,158.63	\$1,363.10
8	\$374.85	\$545.24	\$715.63	\$886.01	\$1,056.40

LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT  
 SUPPLEMENTAL SALARY SCHEDULE  
 FY 2019-2020

Fairfield County                      IRN #: 046888    **\$34,844.19**

Level	0 TO 1	2 TO 4	5 TO 7	8 TO 10	11+
1	\$4,878.19	\$5,644.76	\$6,411.33	\$7,177.90	\$7,944.48
1a	\$3,484.42	\$4,250.99	\$5,017.56	\$5,784.14	\$6,550.71
2	\$2,857.22	\$3,623.80	\$4,390.37	\$5,156.94	\$5,923.51
3	\$2,090.65	\$2,578.47	\$3,066.29	\$3,554.11	\$4,041.93
4	\$1,393.77	\$1,846.74	\$2,299.72	\$2,752.69	\$3,205.67
5	\$1,149.86	\$1,498.30	\$1,846.74	\$2,195.18	\$2,543.63
6	\$871.10	\$1,149.86	\$1,428.61	\$1,707.37	\$1,986.12
7	\$557.51	\$766.57	\$975.64	\$1,184.70	\$1,393.77
8	\$383.29	\$557.51	\$731.73	\$905.95	\$1,080.17

LIBERTY UNION-THURSTON LOCAL SCHOOL DISTRICT  
 SUPPLEMENTAL SALARY SCHEDULE  
 FY 2020-2021

Fairfield County                      IRN #: 046888    **\$35,541.07**

Level	0 TO 1	2 TO 4	5 TO 7	8 TO 10	11+
1	\$4,975.75	\$5,757.65	\$6,539.56	\$7,321.46	\$8,103.36
1a	\$3,554.11	\$4,336.01	\$5,117.91	\$5,899.82	\$6,681.72
2	\$2,914.37	\$3,696.27	\$4,478.17	\$5,260.08	\$6,041.98
3	\$2,132.46	\$2,630.04	\$3,127.61	\$3,625.19	\$4,122.76
4	\$1,421.64	\$1,883.68	\$2,345.71	\$2,807.74	\$3,269.78
5	\$1,172.86	\$1,528.27	\$1,883.68	\$2,239.09	\$2,594.50
6	\$888.53	\$1,172.86	\$1,457.18	\$1,741.51	\$2,025.84
7	\$568.66	\$781.90	\$995.15	\$1,208.40	\$1,421.64
8	\$390.95	\$568.66	\$746.36	\$924.07	\$1,101.77

**MEDICAL BENEFITS SCHEDULE  
PPO SCHEDULE**

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<p><b>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</b></p>		
<b>DEDUCTIBLE, PER CALENDAR YEAR</b>		
Per Covered Person	\$250	\$500
Per Family Unit	\$500	\$1,000
The Network Deductible amounts will be combined with the Non-Network Deductible amounts.		
The Calendar Year deductible is waived for the following Covered Charges:		
<ul style="list-style-type: none"> <li>- Network Preventive Care</li> <li>- Emergency Room care</li> <li>- Network services with a per-visit Copayment</li> </ul>		
<b>COPAYMENTS</b>		
Physician visits	\$25	\$35
Preventive Care	n/a	\$35
Urgent Care	\$35	\$45
Emergency room	\$75	\$75
The Emergency room copayment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator, must be notified at (877) 304-0761 within 48 hours (or 2 business days) of the admission.		
<b>MAXIMUM COINSURANCE LIMIT, PER CALENDAR YEAR</b>		
Per Covered Person	\$2,750	\$5,500
Per Family Unit	\$5,500	\$11,000
<b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR (including copayments, excluded prescription copayments)</b>		
Per Covered Person	\$6,350	\$12,700
Per Family Unit	\$12,700	\$25,400
The Network Out-of-Pocket amounts will be combined with the Non-Network Out-of-Pocket amounts.		
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum:		
<ul style="list-style-type: none"> <li>Non-Precertification penalties</li> <li>Amounts over Usual and Reasonable Charges</li> <li>Second Surgical Opinions requested by the Case Manager</li> </ul>		
<b>COVERED CHARGES</b>		
<b>Inpatient Hospital Services</b>		
Room and Board	80% after deductible	60% after deductible
Intensive Care Unit	80% after deductible	60% after deductible
<b>Outpatient Hospital Services</b>		
Surgical Facilities	80% after deductible	60% after deductible
Other Outpatient Services	80% after deductible	60% after deductible
Emergency Room Visit (including related charges)	100% after copayment	Paid Same As Network
Urgent Care visit (including related charges)	100% after copayment	60% after deductible and copayment
Skilled Nursing Facility	80% after deductible 31 day Calendar Year maximum	60% after deductible 31 day Calendar Year maximum
<b>Physician Services</b>		
Inpatient visits	80% after deductible	60% after deductible

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Office visits (including related charges billed by the Physician)	100% after copayment	60% after deductible and copayment
Second Surgical Opinion	80% after deductible, 100% if requested by the Case Manager	60% after deductible 100% if requested by the Case Manager
Surgery	80% after deductible	60% after deductible
Anesthesia	80% after deductible	Paid Same As Network
Diagnostic Testing (X-ray & Lab)	80% after deductible	60% after deductible
Radiology/Pathology interpretation	80% after deductible	Paid Same As Network
Home Health Care	80% after deductible 30 visit Calendar Year maximum	60% after deductible 30 visit Calendar Year maximum
Private Duty Nursing	80% after deductible 40 visit Calendar Year maximum	60% after deductible 40 visit Calendar Year maximum
Hospice Care	80% after deductible	Paid Same As Network
Bereavement Counseling	2 visit maximum within 6 months from the date of the patient's death	2 visit maximum within 6 months from the date of the patient's death
Ambulance Service	80% after deductible	Paid Same As Network
Jaw Joint/TMJ	80% after deductible Limited to medically necessary surgery and appliance only	60% after deductible Limited to medically necessary surgery and appliance only
Wig After Chemotherapy	80% after deductible \$400 Lifetime maximum	60% after deductible \$400 Lifetime maximum
Physical Therapy/ Occupational Therapy	80% after deductible 20 visit maximum per Calendar Year, additional visits require precertification	60% after deductible 20 visit maximum per Calendar Year, additional visits require precertification
Spinal Manipulation/ Chiropractic	80% after deductible 20 visit Calendar Year maximum	60% after deductible 20 visit Calendar Year maximum
Mental Disorders/Substance Abuse	Paid based on the type of service(s) received.	
<b>Preventive Care</b>		
Routine Office visit/Routine Exams	100%	60% after deductible and copayment \$200 Calendar Year maximum combined with All Other Routine Well Adult Care
Mammogram	100%	60% after deductible and copayment
Routine Pap Smear/PSA Testing (Lab Work)	100%	60% after deductible
All Other Routine Well Adult Care	100%	60% after deductible \$200 Calendar Year maximum combined with Routine Office visits/Routine Exams
Including, but not limited to: x-rays, laboratory tests, colonoscopies, bone density scans, sigmoidoscopies, and other preventive services as required by law.		

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Routine Well Child Care	100%	60% after deductible and copayment
Including, but not limited to: initial pediatric exam while hospitalized, office visits, routine physical examination, laboratory tests, x-rays, immunizations, and other preventive services as required by law.		
Flu Shot	100%	Paid Same As Network
Organ Transplants	Paid based on the type of service(s) received.	
Other Medical Services and Supplies	80% after deductible	60% after deductible

**PRESCRIPTION DRUG BENEFIT SCHEDULE  
PPO SCHEDULE**

<b>PRESCRIPTION DRUG BENEFIT</b>	
<b>COPAYMENTS</b>	
<b>Pharmacy Option (30 Day Supply)</b>	
Generic Drugs	\$15 copayment
Formulary Drugs	\$30 copayment
Brand Name Drugs	\$60 copayment
Specialty Drugs	Paid based on applicable tier
<b>Mail Order Option (90 Day Supply)</b>	
Generic Drugs	\$30 copayment
Formulary Drugs	\$60 copayment
Brand Name Drugs	\$90 copayment

**NOTE:** Prescription Drug expenses under the Prescription Drug Program do not apply to the Calendar Year Deductible but do apply to the Maximum Out-of-Pocket Amount under the Medical Benefits section of this Plan.

### SCHEDULE OF BENEFITS

For Verification of Eligibility please refer to the telephone number on the employee's identification card.

Call this number to verify eligibility for Plan benefits before the charge is incurred.

Please read the section Predetermination of Benefits. You will need to follow this section or reimbursement from the Plan may be reduced.

<b>DENTAL BENEFITS SCHEDULE</b>	
<b>CALENDAR YEAR DEDUCTIBLE</b>	
Per Covered Person	\$25
Per Family Unit	\$50
Calendar Year Deductible applies to: Class B Services -- Basic Class C Services -- Major Class D Services -- Orthodontia	
<b>MAXIMUM BENEFIT AMOUNT PER COVERED PERSON</b>	
For Class A -- Preventive, Class B -- Basic, and Class C -- Major	\$1,000 per Calendar Year
For Class D -- Orthodontia (For Dependent Children under age 25 Only)	\$1,000 per Lifetime
<b>COVERED CHARGES</b>	
<b>Classes of Benefits</b>	<b>Percentage Payable</b>
Class A Services - Preventive	100%
Class B Services - Basic	80%
Class C Services - Major	60%
Class D Services - Orthodontia	50%

Additional information on Dental Care can be found in the Dental Benefits section of this document.



**MEDICAL BENEFITS SCHEDULE  
MINIMUM VALUE PLAN**

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<p><b>Note:</b> The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</p>		
<b>DEDUCTIBLE, PER CALENDAR YEAR</b>		
Per Covered Person	\$5,000	\$10,000
Per Family Unit	\$10,000	\$20,000
The Network Deductible amounts will be combined with the Non-Network Deductible amounts.		
The Calendar Year deductible is waived for the following Covered Charges:		
- In Network Routine Care Benefits		
<b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR (including deductibles)</b>		
Per Covered Person	\$6,500	\$13,000
Per Family Unit	\$13,000	\$26,000
The Network Out-of-Pocket amounts will be combined with the Non-Network Out-of-Pocket amounts.		
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum:		
Non-Precertification penalties		
Amounts over Usual and Reasonable Charges		
<b>COVERED CHARGES</b>		
<b>Inpatient Hospital Services</b>		
Room, Board, and Miscellaneous Expenses	50% after deductible	50% after deductible
Non-Network Inpatient admissions as a result of an emergency will be paid same as In-Network.		
<b>Outpatient Hospital Services</b>		
Surgical Facilities	50% after deductible	50% after deductible
Other Outpatient Services	50% after deductible	50% after deductible
<b>Emergency Room Visit</b>	50% after deductible	Paid same as Network
<b>Urgent Care Facility</b>	50% after deductible	50% after deductible
<b>Skilled Nursing Facility</b>	50% after deductible	50% after deductible
<b>Physician Services</b>		
Inpatient visits	50% after deductible	50% after deductible
Office visits	50% after deductible	50% after deductible
Surgery	50% after deductible	50% after deductible
Anesthesia	50% after deductible	50% after deductible
<b>Diagnostic Testing (X-ray &amp; Lab)</b>	50% after deductible	50% after deductible
<b>Home Health Care</b>	50% after deductible	50% after deductible
<b>Hospice Care</b>	50% after deductible	50% after deductible
<b>Ambulance Service</b>	50% after deductible	50% after deductible
<b>Mental Disorders/Substance Abuse</b>	Paid based on the type of service(s) received.	
<b>Preventive Care</b>		
Routine Well Care	100%	50% after deductible
Includes: office visits, pap smear, mammogram, gynecological exam, routine physical examination, x-rays, laboratory tests, prostate specific antigen test, colonoscopies, sigmoidoscopies and anoscopy, proctosigmoidoscopy, medical tests and other preventive services as required by law.		

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>Other Medical Services and Supplies</b>	50% after deductible	50% after deductible

**PRESCRIPTION DRUG BENEFIT SCHEDULE  
MINIMUM VALUE PLAN**

<b>PRESCRIPTION DRUG BENEFIT</b>	
	<b>BENEFIT</b>
<b>Pharmacy Option (30 Day Supply)</b>	
Generic Drugs	50%
Preferred Brand Name Drugs	50%
Non-Preferred Brand Name Drugs	50%
Specialty Drugs	50%
<b>Mail Order Option (90 Day Supply)</b>	
Generic Drugs	50%
Preferred Brand Name Drugs	50%
Non-Preferred Brand Name Drugs	50%
Specialty Drugs	50%
Refer to the Prescription Drug Section for details on the Prescription Drug benefit.	

**NOTE:** Prescription Drug expenses under the Prescription Drug Program do not apply to the Calendar Year Deductible but do apply to the maximum Out-of-Pocket Amount the Medical Benefits section of this Plan.

# Your VSP Vision Benefits Summary



Liberty Union - Thurston Local Schools and VSP provide you with an affordable eye care plan.

VSP Coverage Effective Date: 07/01/2018

VSP Provider Network: VSP Choice

Benefit	Description	Amount	Frequency
<b>Your Coverage with a VSP Provider</b>			
WellVision Exam	Focuses on your eyes and overall wellness	\$10	Every 12 months
Prescription Glasses		\$25	See frame and lenses
Frame	<ul style="list-style-type: none"> <li>\$150 allowance for a wide selection of frames</li> <li>\$170 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$80 Costco® frame allowance</li> </ul>		Every 24 months
Lenses	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> </ul>		Every 24 months
Lens Enhancements	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 20-25% on other lens enhancements</li> </ul>	\$55 \$95 - \$105 \$150 - \$175	Every 24 months
Contacts (Instead of glasses)	<ul style="list-style-type: none"> <li>\$150 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> </ul>	Up to \$60	Every calendar year
Diabetic Eyecare Plus Program	<ul style="list-style-type: none"> <li>Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details.</li> </ul>	\$20	As needed
Extra Savings	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details.</li> <li>20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.</li> </ul> <p><b>Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> </ul>		

### Your Coverage with Out-of-Network Providers

Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with out-of-network providers will be less or you'll receive a lower level of benefits. Visit [vsp.com](http://vsp.com) for plan details.

Exam .....	upto \$45	Lined Bifocal Lenses .....	upto \$50
\$50 .....	Progressive Lenses .....	Lined Trifocal Lenses .....	up to \$65
Frame .....	upto \$70	Contacts .....	up to \$105
to \$65 .....	up to \$30		

Coverage with a participating retail chain may be different. Once your benefit is effective, visit [vsp.com](http://vsp.com) for details. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

Single Rate: \$ 5.34  
 Family Rate: \$13.00

Contact us. 800.877.7195 | [vsp.com](http://vsp.com)

1. Brands/Promotion subject to change.  
 2. Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.  
 3. 2017 National Vision Plan Member Research.

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 VSP, VSP Vision care for life, [eyeconic.com](http://eyeconic.com), and WellVision Exam are registered trademarks, and "Life is better in focus." is a trademark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other company names and brands are trademarks or registered trademarks of their respective owners.

**D1 - COURSE APPROVAL FORM**

**LIBERTY UNION-THURSTON SCHOOLS  
1108 S MAIN ST,  
BALTIMORE, OHIO 43105**

**REASON FOR TAKING THE COURSE (Select all that apply)**

- \_\_\_\_\_ In the subject area of the unit member,
- \_\_\_\_\_ For requirements of advanced degrees within the educational field,
- \_\_\_\_\_ For recertification, or
- \_\_\_\_\_ For expanded certification/licensure by unit members returning to the District.
- \_\_\_\_\_ For College Credit Plus consideration

I plan to take the following course(s):

No.	Course	Hrs*	Graduate / Undergraduate	College / University
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				

\* Please designate whether quarter or semester hours.

During the: CIRCLE ONE    Fall    Winter    Spring    Summer I    Summer II

Year: \_\_\_\_\_

Rationale for taking the course:

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To be completed by Administrator:

Conference with Administrator necessary?

\_\_\_\_\_ Yes                      Date Held \_\_\_\_\_

\_\_\_\_\_ No

These courses have been approved by the building principal and by the superintendent.

\_\_\_\_\_  
Teacher's Printed Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date Initiated

\_\_\_\_\_  
Treasurer

Complete one copy.

[Adopted:     June 28, 1976]  
[Revised:     December 14, 1981]  
[Revised:     September 30, 1991]  
[Revised:     July 1, 1996]  
[Adopted:     January, 2000]  
[Reviewed:    December 10, 2012]

[Revised:     July 1, 2018]

Appendix D2 - COURSE VERIFICATION FORM

LIBERTY UNION-THURSTON SCHOOLS  
1108 S MAIN ST  
BALTIMORE, OHIO 43105

Attached is a transcript of end-of-the-course grade report which makes me eligible for reimbursement for college credits earned up to a \$2,000.00 maximum per fiscal (July 1<sup>st</sup> - June 30<sup>th</sup>) year.

I am, therefore, entitled to reimbursement for course work completed as listed below:

Complete the applicable option below:

**Option 1: 55% Tuition Rate Reimbursement**

Number of Hours		Amount
_____	Undergraduate Hours @ \$275.00	\$ _____
_____	Graduate Hours @ \$ 321.00	\$ _____
	TOTAL	\$ _____

**Option 2: 75% Tuition Rate Reimbursement for College Credit Plus**

Number of Hours		Amount
_____	Undergraduate Hours @ \$375.00	\$ _____
_____	Graduate Hours @ \$ 438.00	\$ _____
	TOTAL	\$ _____

APPROVED:

\_\_\_\_\_  
Teacher Print Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

Notes:

Submit one copy to the Treasurer

Liberty Union -Thurston Local Schools, Baltimore, Ohio

Unit members must submit tuition bills to the Treasurer within thirty (30) days of completion of the course for which reimbursement is sought. All bills must be submitted by December 15<sup>th</sup> to be eligible for payment by December 30<sup>th</sup> or by June 15<sup>th</sup> to be eligible for payment by June 30<sup>th</sup>.

Note: Unit members must notify the Treasurer's Office by September 15<sup>th</sup> of a school year for salary advancement to be applied in that school year.

[Adopted: January 10, 2000]  
[Amended: July 1, 2001]  
[Amended: July 1, 2006]  
[Amended: July 1, 2010]  
[Reviewed: December 10, 2012]  
[Amended: July 1, 2013]  
[Amended: July 1, 2018]