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NEGOTIATED AGREEMENT

between the

London Education Association/OEA/NEA

and the

London City School District Board of Education

July 1, 2020 through June 30, 2021

**LONDON CITY SCHOOLS
380 Elm Street, London, Ohio 43140
740/852-5700**



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ARTICLE I

NEGOTIATIONS PROCEDURE

SECTION 1.1 RECOGNITION

- A. The London Board of Education, hereinafter referred to as the "Board" recognizes the London Education Association and its affiliates, the Ohio Education Association (OEA) and National Education Association (NEA), hereinafter referred to as the "Association" as the sole and exclusive bargaining representative for all full-time and part-time certificated personnel employed twenty (20) hours or more per week under a regular teaching contract, as well as those professionals engaged in speech therapy, physical therapy, and counseling positions.

Substitutes employed in the London City School District on a continuous basis in the same position for a period of sixty (60) or more work days shall be a member of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement and/or Sections 3319.11 and 3319.111 Ohio Revised Code. Substitute teachers thusly employed shall have no right to employment or reemployment in any subsequent year unless offered a regular contract of employment by the Board. Inclusion in the bargaining unit shall remain until the return to duty of the teacher whose position the substitute was employed to fill or the end of the current year, whichever shall come first.

Excluded from the bargaining unit shall be casual day-to-day substitute teachers, principals, assistant principals, athletic director, and all administrative and supervisory staff defined in Section 4117.01 (F) and (K) of the Ohio Revised Code.

- B. Members of the bargaining unit shall have the right to join or refrain from joining the Association and membership shall not be a prerequisite for employment or continued employment.
- C. The exclusive recognition granted to the Association may only be challenged in accordance with Section 4117.07 of the Ohio Revised Code.

SECTION 1.2 SCOPE OF NEGOTIATIONS

The parties agree to negotiate all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement in accordance with the provisions of Section 4117.08 of the Ohio Revised Code.

SECTION 1.3 NEGOTIATIONS PROCEDURES

A. Submission of proposals

A request to initiate negotiations shall be submitted in writing by the Association to the Board through the Superintendent.

A request to initiate negotiations shall be submitted in writing by the Superintendent to the President.

Requests for negotiations may be submitted no earlier than ninety (90) days nor later than sixty (60) days before the expiration of the Agreement unless otherwise agreed to by both parties.

A mutually convenient initial meeting date shall be set no later than fifteen (15) calendar days after the date of request, unless a later date is mutually agreed upon. Proposals submitted for negotiations shall be exchanged at the initial meeting by both parties. If the parties agree to participate in Interest-Based bargaining, issues to be discussed will be agreed upon at the initial meeting. No additional proposals may be submitted at a later date by either party unless mutually agreed upon.

B. Negotiating Teams

The Board and the Association shall be represented at all negotiations by a team of negotiators not to exceed six (6) members each.

C. Negotiations Period

Both parties shall negotiate in "good faith" and strive to bring negotiations to a successful conclusion at the earliest possible date but in no event shall negotiations extend beyond the expiration date of the contract unless mutually agreed upon by both parties.

D. Caucus

Either party may call for a caucus at any time. Caucus periods should not extend beyond one (1) hour unless mutually agreed upon.

E. Progress Reports

Progress reports may be made to the respective constituencies by either negotiation team at the discretion of its team.

F. Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed total

agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. When approved by both parties, the Agreement shall be signed by the Presidents of the Board and the Association and shall be binding on both parties.

Official copies of the negotiated agreement shall be reproduced and distributed in booklet form to all members of the bargaining unit, the Administration and the Board. The Board and the Association shall share equally the cost of printing.

SECTION 1.4 DISPUTE RESOLUTION

In the event agreement is not reached, either party may request that all unresolved issues be submitted to mediation. The Board and the Association shall meet in an attempt to agree upon a mediator. If agreement is not reached in three (3) calendar days, the Association and the Board shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mediation service mutually agreed upon by both parties.

In the event agreement is not reached through mediation within fifteen (15) calendar days, from the first mediation session or by a date of mutual extension, the Association may initiate the provisions of Section 4117.14 (D) (2) of the Ohio Revised Code.

The mediator is without power to extend the period of mediation beyond the expiration date of the contract or any mutually agreed to extension without the expressed consent of both parties.

The cost of employing all mediation services shall be shared equally by the Association and the Board.

It is also agreed by the Association and the Board that the procedures outlined in this Article to negotiate and resolve all bargaining disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code.

ARTICLE II

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it in accordance with the provisions of Sections 3313.47, 4117.08 and related statutes of the Ohio Revised Code and the Constitutions of the State of Ohio and the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement, to the extent such terms may be legally negotiated.

ARTICLE III

ASSOCIATION RIGHTS

In as much as the London Education Association/OEA/NEA is recognized as the sole and exclusive organization representing certificated personnel in the district, the Board recognizes the Association has the following rights exclusive of any other employee organization provided it does not disrupt the normal operations of the school:

- A. To use the facilities of any building, except for the Central Office building, for Association meetings provided that no other school related activities are scheduled for the area and time requested. Except in cases of emergency, the building administrator shall be given a twenty-four (24) hour written notice of the desire to use facilities to assure availability and provide building security.
- B. To use Board-owned equipment routinely available to any regular teacher employee, for example: audio-visual equipment, typewriters, etc. The Association shall be responsible for damage to Board equipment provided, however, that such damage was due to Association negligence and not normal wear and tear. Board purchased consumable materials used by the Association (i.e., paper) shall be paid for by the Association at Board cost.
- C. To be assigned bulletin board space for use in each building. The Association assumes responsibility for all Association materials that are posted.
- D. To use the inter-school mail system in the schools' offices to distribute Association materials provided said use does not violate federal and state requirements.
- E. The Association representative may make announcements to the bargaining unit members at building meetings.
- F. To allow the Association President to visit schools in the district during his/her duty-free lunch period and/or on his/her planning and conference period or before or after school regularly scheduled student day. When the master schedule is being constructed for the ensuing school year, the LEA president will meet with his/her building principal to schedule the LEA president's planning period to best accommodate the needs of both the students and of the LEA. The Association's Vice-President, Secretary and Treasurer may visit schools in the district on their duty-free lunch period or before or after each school's regularly scheduled student day. All of the above visitations may not interfere with the assigned duties of any bargaining unit member(s).
- G. To be placed on the agenda of a regular Board of Education meeting. One (1) copy of the Board's agenda, minutes, and all non-confidential meeting related materials shall be made available to the Association President or his/her designee in the Superintendent's office at the same time such materials are provided to the members of the Board. At the discretion of the President, said agenda may be picked up at the office by the President or his/her

designee or it may be mailed to the President or his/her designee through the inter-school mail system.

- H. To review the district's employee handbooks and submit any suggested revisions prior to June 1st of the applicable year.
- I. To have a directory, listing the names and job assignments of all employees of the Board, made available to the members of the LEA within two (2) weeks of its completion. The Association will provide the Superintendent and building administrators a list of its officers and building representatives within two (2) weeks after each election and/or appointment of said officers and building representatives.
- J. To allow the Association President to be placed upon the agenda during the initial orientation for new teachers.

To have a list of newly employed teachers available to the Association President at least two (2) weeks after Board action to employ. The Association assumes total responsibility for requesting and getting this material.

One (1) copy of the public documents that are routinely available from the Board shall be made available to the President of the Association.

K. Fair Share

- 1. Current members shall remain dues paying members or pay the fair share in accordance with this section.
- 2. Bargaining unit members who elect not to become members of the London Education Association, shall pay through Board deduction from his or her pay a fair share fee for the Association's representation of such non-members.
- 3. Notice of the fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about January 1st of each year for the purpose of determining amounts to be payroll deducted, and the employer agrees to promptly transmit all amounts deducted to the Association.
- 4. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after the second pay day in January annually. In the case of unit employees hired after the beginning of the calendar year, the payroll deduction shall commence on the first pay date on or after the later of:
 - a) Sixty (60) days employment in the bargaining unit position; or
 - b) The second payday in January.

5. Upon termination of membership during the year, the Treasurer 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 that amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay occurring on or about forty-five (45) days from the termination of membership.
6. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who such fair share fee deductions were made, the period covered, and the amounts deducted for each.
7. The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09 (C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and the notice shall be in compliance with the applicable state and federal laws and the Constitution of the United States and the State of Ohio.

SECTION 3.1 INDIVIDUAL RIGHTS

Neither the Board nor the Association shall deny a bargaining unit member his/her Civil Rights guaranteed by either Federal or State statutes or the Constitutions of Ohio and the United States.

ARTICLE IV

TEACHER CONTRACTS

All teaching contracts granted by the London Board of Education to bargaining unit members shall be issued in accordance with Sections 3319.07, 3319.08, and 3319.11 of the Ohio Revised Code and the provisions of this Agreement except as otherwise provided in this Article.

SECTION 4.1 SEQUENCE OF LIMITED CONTRACTS

- A. Limited contracts issued after the effective date of this Agreement to all members of the bargaining unit who are not eligible for and granted a continuing contract shall have the following duration:

| | |
|-----------------|--------------------|
| First Contract | 1 Year |
| Second Contract | 1 Year or 2 Years* |
| Third Contract | 1 Year or 2 Years* |
| Fourth Contract | 1 or 2 Years* |
| Fifth Contract | 3 Years |
| Sixth Contract | 5 years |

*as determined by the Board.

- B. A one or two-year probationary contract may be granted by the Board at any time during the sequence of contracts provided that specific written suggestions for improvement are provided no later than the first school day in May, following the bargaining unit member's notification of receiving a probationary contract. Such interruption may only occur once during the bargaining unit member's tenure. Said probationary contract will be reviewed after one year by the appropriate building administrator. At that time, the administrator may recommend resumption of the contract sequence.
- C. A bargaining unit member who becomes eligible for a continuing contract during the term of a multi-year limited contract may be considered for a continuing contract upon submitting the required documentation and a request for consideration to the Superintendent prior to November 1.
- D. Upon completion of all requirements for additional training and certification as prescribed by the Ohio Revised Code and the State of Ohio Department of Education, a bargaining unit member employed by the district shall be eligible for a continuing contract (tenure) only after completing four (4) consecutive years of employment with the London City School District.

SECTION 4.2 TERMINATION OF CONTRACTS

Bargaining unit member contracts shall be terminated in accordance with the provisions of Section 3319.16 and 3319.161 of the Revised Code.

SECTION 4.3 NON-RENEWAL OF LIMITED CONTRACTS

Limited teaching contracts not subject to the "just cause" provisions of Section 4.4 may be non-renewed by a majority vote of the Board in accordance with Section 3319.11 of the Ohio Revised Code.

SECTION 4.4 JUST CAUSE

After four (4) consecutive years of employment with the London City School District, bargaining unit members will not be non-renewed without just cause as defined in Ohio Revised Code.

SECTION 4.5 SUPERSEDES OHIO LAW

The parties intend that the provisions of this Article will supersede any and all contrary provisions of Ohio Law.

SECTION 4.6 EXCLUSIONS

This Article does not apply to supplemental contracts, substitutes who teach less than one hundred twenty (120) days and the employment of persons specifically excluded from the bargaining unit in accordance with Article I of this Agreement.

ARTICLE V

REDUCTION IN FORCE

The Board may reduce the number of teaching positions by suspending contracts for one (1) or more of the following reasons:

- Decline in student enrollment
- Return to duty of an employee after a leave of absence
- Territorial changes affecting the district
- Suspension and/or closing schools
- Financial reasons which may result in a significant decrease in funds from local, state or federal sources

SECTION 5.1 NOTIFICATION OF ANTICIPATED RIF

If the Employer determines a RIF may occur, the employer shall notify the Association in writing, no later than March 5th. The notification shall include the reason(s) for the RIF; the position(s) to be RIF'ed; the names of the Employees to be affected for the purpose of bumping (displacement); the date of Employer action to implement the RIF and the effective date of the RIF.

Within ten (10) days of receipt of the notification, the Association may request a meeting with the Employer to discuss reasons for the implementation of the RIF.

The Employer shall develop and provide the Union with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification/licensure no later than April 30th.

SECTION 5.2 SENIORITY

For RIF purposes only, individuals employed under a continuing contract shall have greater seniority than employees employed under a limited contract.

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

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.
5. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract.
6. No employee shall accrue more than one (1) year of seniority in any work year.

SECTION 5.3 EQUAL SENIORITY

If two or more teachers have the same length of continuous service, seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired; and then by
2. The total years of teaching service in Ohio; and then by
3. The total years of teaching service; and then by
4. The date the teacher signed the initial contract in the district; and then by
5. The recommendation of the principal, using the formal evaluation process, attendance, commitment to professional growth and subjective analysis of other professional competencies; and then by
6. The casting of a lot.

SECTION 5.4 LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the Employer. Seniority shall also be lost when a member of the bargaining unit leaves to take an administrative position.

SECTION 5.5 IMPLEMENTATION OF RIF

1. First, the reduction shall first be made through attrition resulting from resignations, retirement, and transfers, other separation or death.
2. Second, limited contract teachers shall be reduced first utilizing the following order:
 - a) Licensure/Certification.
 - b) Competency as determined by formal evaluation.

- c) When final evaluation ratings are comparable, seniority in the District shall prevail.
 - d) For the purpose of defining “comparable final evaluation rating”, anyone with a final evaluation rating of “Accomplished”, “Skilled” or “Developing” will be considered comparable.
 - e) A teacher with a final evaluation rating of “Ineffective” shall not prevail over other teachers who receives a final evaluation rating of “Accomplished”, “Skilled”, or “Developing”, irrespective of contract status. However, a teacher on a continuing contract with a final evaluation rating of “Ineffective” shall prevail over a similarly rated teacher on a limited contract.
3. Third, continuing contract teachers shall be reduced by utilizing the following order:
- a) Licensure/Certification.
 - b) Competency as determined by formal evaluation.
 - c) When evaluations are comparable, seniority in the District shall prevail.
 - d) For the purpose of defining “comparable final evaluation rating”, anyone with a final evaluation rating of “Accomplished”, “Skilled” or “Developing” will be considered comparable.
 - e) A teacher with a final evaluation rating of “Ineffective” shall not prevail over other teachers who receives a final evaluation rating of “Accomplished”, “Skilled”, or “Developing”, irrespective of contract status. However, a teacher on a continuing contract with a final evaluation rating of “Ineffective” shall prevail over a similarly rated teacher on a limited contract.
4. Members with limited contract status shall be suspended within each teaching field affected before members with continuing contracts.
5. A bargaining unit member affected by the RIF may elect to displace a teacher who holds the same or lower evaluation rating of a less senior position on the seniority list in another area for which the bargaining unit member has a certificate/license on file in the office of the Superintendent.
6. Except in cases of urgent necessity, a member to be RIF’ed shall be given thirty (30) days written notice prior to the effective date of the RIF.

7. A bargaining unit member on a leave of absence shall be considered on lay-off status if during the period of such leave the bargaining unit member would have been laid off under the provisions of this Article had the member been on active employment status.
8. Unless a teacher has received a final evaluation rating of “Accomplished”, a teacher who did not receive a formal evaluation will be considered “Skilled” for the applicable evaluation year.
9. Upon being notified of Reduction in Force (RiF), staff will have five (5) calendar days to notify the superintendent in writing of their intention to displace (i.e., “bump”) and the position they are requesting. The first day of the five calendar days will be the day after notification. The superintendent must be notified no later than four p.m. on the fifth day. If a staff member is bumped, this procedure will continue until the bumping and displacement process is complete. Non-notification of intent to displace within the five-day period will result in forfeiture of employment. The superintendent will accept or reject with specific reasons the employee’s request in a timely manner. In the event of a rejection, the employee may elect to bump a different staff member or appeal the rejection to a joint committee equally represented by the LEA and the administration. The president of the LEA will select its representatives, and the superintendent will select the administrative representatives. If the committee cannot arrive at a decision, the superintendent will make the final determination.

SECTION 5.6 RECALL RIGHTS

The names of bargaining unit members whose contracts are suspended in a RIF will be placed on a recall list for up to twenty-four (24) months from July 1 of the year they were reduced. Bargaining unit members on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.
2. Bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified, giving preference to those bargaining unit members who have successfully taught in that area of certification for at least one hundred twenty (120) days during the five (5) years preceding the reduction or have taken an academic refresher course of at least six (6) semester or nine (9) quarter hours within the last five (5) years immediately preceding the reduction.
3. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of the first person on the recall list who is qualified according to these provisions. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address. The bargaining unit member is required to respond, by certified mail postmarked no later than ten (10) calendar

days from the date of the postmarked certified mailing, to the district's central office. Refusing or not responding to an offer of a full-time teaching position will result in removal from the recall list.

4. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, fringe benefits, and salary schedule placement he/she enjoyed at the time of layoff.

The effective date of the RIF shall be determined by the Board.

When reasons for a RIF are determined, the bargaining unit member to be RIF'ed will be notified thirty (30) days prior to the effective date.

The Superintendent will inform the Association President of any planned reduction prior to the Board meeting at which such reduction is to be voted on.

Bargaining unit members whose contracts have been suspended due to RIF will have the right to pay total group insurance payments as required by COBRA.

The parties agree that these procedures apply only to the suspension of contracts under Ohio Revised Code 3319.17 or for financial reasons. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE VI

EVALUATION

SECTION 6.1 PURPOSES

The purposes of evaluation shall be as follows:

1. To assist the bargaining unit member in improving instruction and effectiveness.
2. To assist the bargaining unit member in evaluating himself/herself in achieving the Board established job performance expectations in the areas of assigned responsibility.
3. To provide evidence of a bargaining unit member's performance.
4. To provide information for consideration of advancement or the award of continued employment.
5. To provide guidance on the implementation of the Ohio Teacher Evaluation System, as prescribed by ORC 3319.112 in accordance with section 3319.111(A)

of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.

6. To provide guidance on the implementation of the Ohio Counselor Evaluation System, as prescribed by Ohio Revised Code, which establishes a standards-based framework for the evaluation of counselors.

SECTION 6.2 EVALUATION PROCEDURE

A. Formal Observations

1. A minimum of two (2) formal observations shall be conducted in each evaluation cycle. The teacher shall be notified of the observation a minimum of three (3) work days prior to being formally observed.
2. All formal observations shall be conducted in-person and shall be preceded by a conference between the evaluator and the teacher at least two (2) work days prior to the observation. Formal observations shall not occur within the last three (3) days before winter and/or spring break in the school calendar.
3. A post-observation conference will be held no more than seven (7) work days after each formal observation to discuss what was observed and any possible coaching points. If the observation is held before winter and/or spring break every attempt will be made to hold the post conference prior to said break.

B. Walkthroughs

1. At least two (2) but not more than three (3) periodic walkthroughs shall be included in each evaluation cycle.
2. A walkthrough shall be no more than fifteen (15) consecutive minutes in duration.
3. If deficiencies are observed during a walkthrough, notification of the deficiency shall occur not later than two (2) workdays after the walkthrough and a formal debriefing shall occur not later than four (4) days after the walkthrough to discuss them and offer remedial advice.

C. Timelines

1. In all cases, the timelines may be modified in writing by mutual agreement of the parties.
2. Should a teacher not receive their completed formal evaluation by May 15th of the school year, their final summative evaluation rating shall be recorded as "Skilled",

unless that teacher received a summative rating of “Accomplished” the previous year. In that case the final summative rating shall be recorded as “Accomplished.”

3. The first cycle of observation shall be completed by January 31st of each school year. The second cycle of observation shall be completed by May 1st of the school year. This provision shall not apply if a teacher has applied for and has been granted a long-term leave of absence.

D. Personnel Decisions

1. In the event that a teacher has two (2) consecutive ineffective observations or is in jeopardy of being non-renewed due to performance with regards to the teaching standards, the teacher has the right to request a third observation to be included in the evaluation for that evaluation cycle. The teacher may request this third observation to be conducted by a different evaluator. This observation may take place as quickly as possible in order to be included in the final summative evaluation. This clause in no way limits the language that exists in Article IV of the negotiated agreement.

E. Best Practices

1. Both parties acknowledge that the size and scope of negotiating the implementation of the Ohio Teacher Evaluation and Ohio School Counselor Evaluation system. There shall be created a committee, comprised of members of the Association and the Administration. This committee shall focus its work on recommendations for changes.
2. In cases where the child(ren) of the normal evaluator attend the class of the teacher in question, an alternative evaluator shall be assigned as a matter of best practice in order to avoid any potential conflict of interest.
3. Each instance of the term “teacher” contained within Section VI shall be interpreted to mean “licensed educator,” which could indicate a teacher or counselor, whichever is appropriate for the circumstance.

ARTICLE VII

TRANSFERS AND ASSIGNMENTS

SECTION 7.1 VOLUNTARY AND INVOLUNTARY

A. Voluntary Transfer

1. A voluntary transfer is a requested transfer initiated by the bargaining unit member from one building to another, one grade level to another, or one subject

area to another.

2. Bargaining unit members may request a transfer to another grade, subject or building by means of a letter to the Superintendent or building principal/supervisor. The request shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's qualifications. Such request shall not affect the teacher's existing assignment in the event no vacancy exists in the area to which the transfer is requested.
3. All requests for a transfer must be in writing and submitted to the Superintendent.
4. Requests for a voluntary transfer must be renewed each year.

B. Involuntary Transfer

1. An involuntary transfer is one that is initiated by the administration. Bargaining unit members may be involuntarily transferred to another grade, subject or building upon the initiative of the Superintendent.
2. Involuntary transfers and assignments shall be made in the best interests of the students and the school system. An involuntary transfer shall be made after the completion of the following procedures:
 - a. The superintendent and/or his/her designee and the affected teacher(s) will meet to discuss the reasons for the change of teaching assignment. The affected teachers may request an Association representative be present during these meetings.
 - b. Those teachers who are involuntarily transferred will be permitted to requisition (within the building budget) materials which are necessary to implement the instructional process of the new teaching position.
3. If the involuntary transfer occurs during the school year, the affected teacher(s) shall receive three (3) days without students to be used as time for preparation.
4. Any teacher involved in an involuntary transfer, will, at the end of the school year, after written application and providing the teacher is properly certified/qualified be given first consideration for voluntary transfers as defined in this article.

SECTION 7.2 POSTING OF VACANCIES

- A. A vacancy is defined as a position which the Board intends to fill which was created by one of the following reasons:
1. Death

2. Resignation
 3. Retirement
 4. Promotion
 5. Newly created position
 6. Termination
 7. Transfer
- B. Notification of non-supplemental vacancies shall include the following:
1. Position available
 2. Certification requirements
 3. Deadline date for filing application
- C. Notification of vacancies shall be as follows:
1. A copy of all vacancies shall be forwarded to the Association President.
 2. All vacancies will be posted in the following manners: school e-mail, on the central office bulletin board, and on the school districts website.

SECTION 7.3 TRANSFER PROCEDURE

- A. When a vacancy in the district occurs, the following steps shall be followed sequentially:
1. The vacancy will be posted internally for a period of five (5) work days. During this time, interested bargaining unit members will submit a letter of interest to the building principal/supervisor and superintendent
 2. Qualifications for the posted position will be reviewed and determination will be made on the internal applicants by the building principal/supervisor. The building principal/supervisor will provide a written response informing the bargaining unit member of the basis for the decision. If necessary, the vacancy will then be posted externally to seek qualified candidates.
 3. In emergency situations or within twenty (20) work days before the new teacher orientation, the five (5) day internal posing period will be waived.
- B. Transfers shall be made on a voluntary basis as much as possible.

- C. Bargaining unit members must be properly licensed and qualified to be considered for any vacancy.
- D. Bargaining unit members who have requested a transfer for three (3) consecutive years and who have not been transferred, may appeal a subsequent denial to the Superintendent who will review the denial and make a reassignment to a position requested or give the bargaining unit member reasons for not reassigning.
- E. Properly licensed and qualified members of the bargaining unit will be given first consideration for position openings for which they are qualified to fill. The Association recognizes that the Superintendent and the Board have the final decision-making authority on issues of employment.
- F. All transfers shall be made in a fair and equitable manner and shall not be arbitrary or capricious.

SECTION 7.4 NOTIFICATION OF ASSIGNMENT

- A. Bargaining unit members will be notified by June 1 of their tentative assignments for the following school year.
- B. If a change in tentative assignment occurs, bargaining unit members will be notified of their final assignment by August 1st. If a bargaining unit member's assignment is changed after August 1st, he/she shall be allowed to resign without any negative repercussions of the Board/Administration.

SECTION 7.5 REASSIGNMENT WITHIN BUILDING

When in the judgment of the Administration, that it is either in the best interest of the students, the staff, or necessary for instructional purposes to make assignment changes within a building, the principal will first attempt to make such assignments on a voluntary basis. However, if this is not possible, assignment changes shall be made in accordance with the provisions of Sections 7.1 and 7.3 of this Article.

ARTICLE VIII

PERSONNEL FILES

There shall be established and maintained one (1) official personnel file for each bargaining unit member. The file shall be maintained in the Central Administrative Office. The official file shall include those materials required by the State Board of Education Rules and Regulations and the Ohio Revised Code. The confidentiality of said file shall be maintained in accordance with provisions 149.43 and 1347.01-10 of the Ohio Revised Code.

Upon request, a bargaining unit member shall have access to his/her personnel file and shall be entitled to a copy of any material in his/her file. This material shall be provided at no cost. A representative of a bargaining unit member shall have access to the bargaining unit member's personnel file upon written authorization to the Superintendent or his/her designee by said bargaining unit member.

A bargaining unit member will be notified of any public records request to his/her personnel file. If feasible, the bargaining unit member and/or his/her representative may be present at the time the personnel file is opened to a member of the public.

A bargaining unit member shall receive a copy of any material upon placement into his/her personnel file. Unsigned letters or materials based upon anonymous sources shall not be placed in a bargaining unit member's file. If a bargaining unit member wishes to include a letter of rebuttal to any information in his/her personnel file, he/she must submit this letter within sixty (60) days of the rebutted material being placed in the personnel file.

If a bargaining unit member and the Superintendent and/or his/her designee agree that there is adequate evidence that certain material in the bargaining unit member's personnel file is irrelevant, inappropriate, inaccurate, incomplete, untimely, or false, such material shall be removed from the file or corrected accordingly.

If the bargaining unit member and the Superintendent or his/her designee are unable to reach an agreement and the bargaining unit member still feels that the material contained in the file is irrelevant, inappropriate, or false, such bargaining unit member shall have the right to attach a written statement to the disputed information or appeal removal of the material from the personnel file through the grievance process at the Superintendent's level.

Any material removed from a personnel file pursuant to this Section shall not be used for any future disciplinary matter. However, the material shall remain a public record and be placed in a separate file maintained by the district until destroyed in keeping with the school district's public records retention and removal policy.

Upon the written request of a bargaining unit member, a written reprimand shall be removed from his/her personnel file after three (3) years' continuous service in the district, so long as the bargaining unit member has not received intervening discipline for any same or similar infractions within that period. Once removed from the personnel file, this reprimand shall not be used in a future disciplinary matter. However, said records shall be kept in a separate file maintained by the district and shall remain as a public record until destroyed in keeping with the school district's public records retention and removal policy.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

B. Grievance Defined

1. A grievance is defined as an alleged violation, misapplication, or misinterpretation of the written, negotiated agreement between the Board and the Association.
2. A grievant is defined as a member of the bargaining unit, a group of members of the bargaining unit, or the Association.
3. A group grievance shall be filed by either the President of the Association or his/her designee or by the Chairperson of the Association's Grievance Committee. Association grievances shall be initiated informally and then formally at Level Three with the Superintendent.
4. An Association grievance shall be filed by either the President of the Association or his/her designee or by the Chairperson of the Association's Grievance Committee. Association grievances shall be initiated informally and then formally at Level Three with the Superintendent.

C. General Provisions

1. All formal grievances shall be filed in writing and shall include the following:
 - a. date the alleged grievance took place;
 - b. date the grievance is filed;
 - c. a brief description of the grievance;
 - d. specific provision(s) of the Agreement alleged to be violated, misapplied, or misinterpreted;
 - e. relief sought.

2. The Grievance Procedure shall be available to all members of the bargaining unit and no reprisals of any kind shall be taken against any individual on the basis of their initiation of, or participation in the Grievance Procedure.
3. A grievant or administrator may have another person present, either as an observer or as a representative, at each formal step of the Grievance Procedure. Such observer or representative need not be the same individual at each or all steps of the Grievance Procedure, and may be another member of the bargaining unit or administration, or an officer or agent of the Association.
4. Failure of the grievant to proceed within the specified time limits to the next step of the procedure shall mean the grievance has been resolved by the answer stated in the previous step.
5. Failure of the administration to respond in the time limit stated shall move the grievance under consideration to the next step.
6. Time limitations specified shall be considered as maximum unless otherwise extended by mutual written agreement by the parties to the grievance and/or their duly constituted representatives.
7. A day shall mean any day other than weekends, holidays and other days when, by established schedule or emergency, no administrative staff is on duty.
8. Any party to a grievance may be present at a hearing of the grievance. Persons who may provide information and/or assistance related to arriving at an understanding and/or resolution of such grievance may be requested to appear as witnesses.
9. Copies of all grievances filed and decisions rendered at each step shall be provided to the grievant and to the Association.
10. Failure to initiate the grievance process at any level other than Level One shall result in the grievance being dismissed except in instances where the immediate supervisor has no ability to grant the grievance remedy or in the case of a group grievance or Association grievance as indicated in Section B of this Article.

D. Initiating and Processing Grievances

1. Level One - Informal Step

Within thirty (30)-days of an alleged violation, misinterpretation or misapplication of the terms of the negotiated agreement, a bargaining unit member must provide written notice of his/her desire to arrange a meeting with his/her immediate supervisor to attempt to resolve the grievance. Such an informal meeting shall be held at a mutually agreed upon date but in no event

later than ten (10) days after the receipt of the written notification. If the grievance is resolved at this level, no formal report need be rendered.

2. Level Two - Principal/Supervisor

In the event the aggrieved person(s) is not in agreement with the disposition of the grievance in Level One above, he/she may, within five (5) days petition in writing on the grievance report form, for a hearing on the grievance at Level Two. (In all levels of the grievance procedure, the official grievance report form shall be made in triplicate with copies going to 1) the aggrieved party, 2) the Superintendent, and 3) the President of the Association.)

Within five (5) days of the receipt of the grievance report form, a meeting will be arranged between the grievant, the grievant's representative, the grievant's immediate supervisor and the Superintendent's representative. The disposition of the immediate supervisor shall be communicated in writing on the appointed form within five (5) days of the meeting.

3. Level Three - Superintendent

In the event that the aggrieved party is not satisfied with the grievance disposition received in Level Two, he/she may move the alleged forward to Level Three by so indicating in writing on the grievance report form. Within five (5) days from receipt of the grievance report form, the Superintendent shall call a meeting between himself/herself and/or his/her representative, the grievant and the grievant's representative. The Superintendent shall, in writing, give a disposition of the grievance within five (5) days from the date of the hearing.

4. Level Four - Binding Arbitration

- a. If the grievant is not satisfied with the response received from the Superintendent in Level Three, he/she may, within five (5) days of the receipt of such written response, request the London Education Association to support arbitration of said grievance.
- b. If the London Education Association elects to support arbitration of said grievance, the Association President or his/her designee shall so inform the Superintendent, in writing, within ten (10) days of the grievant's receipt of the written disposition of said grievance made by the Superintendent at Level Three of the Grievance Procedure.
- c. No member of the bargaining unit shall have the authority or the power to initiate or prosecute the arbitration of a grievance without the expressed approval and representative participation of the London Education Association.

- d. The arbitrator shall be mutually selected by the Superintendent and the Association from names submitted by the American Arbitration Association (AAA) according to the Voluntary Rules and Regulations of the American Arbitration Association. If the Association and Superintendent are unable to arrive at a mutually acceptable Arbitrator, the selection shall be made in accordance with the rules and regulations of the American Arbitration Association.
- e. The parties to the grievance and to this Agreement shall submit themselves to the authority of the arbitrator to hold such hearings as he/she deems necessary for finding of fact and rendering a decision to the grievance as stated on the initial grievance form in accordance with the rules, regulations, and procedures of the American Arbitration Association. Said hearing shall be scheduled so as not to disrupt the normal operations of the school, when possible.
- f. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from or modify the language there in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself only to the precise issue(s) so submitted to him/her.
- g. The decision of the arbitrator shall be final and binding for all parties.
- h. The loser, to be specifically designated by the arbitrator, shall pay the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each party, however, shall be responsible for the fees and expenses of its representatives (s). Costs of a reporter and/or copies of a transcript of the arbitration hearing shall be borne by the party(ies) requesting service and/or receiving copies of the transcript.

ARTICLE X

SCHOOL DAY, SCHOOL YEAR, SCHOOL CALENDAR

SECTION 10.1 SCHOOL DAY

- A. The bargaining unit member's assigned responsibility day shall be seven and one-half (7½) hours including a thirty (30) minute uninterrupted duty-free lunch period. In the event of any change to the teachers' arrival or departure time, a notice of at least ten (10) working days will be provided by the appropriate administrator.
- B. Each full-time regular classroom teacher shall be provided a minimum of two hundred (200) minutes per week for "instructional planning and evaluation and conferences" as required by the State Board of Education minimum standards. A minimum of thirty (30)

consecutive minutes during pupil contact time shall be scheduled each of at least four (4) days per week in grades K-5, excluding special education teachers in grades K-5 who may be unable to meet State Department of Education minimum instructional requirements and music, art, and physical education teachers in grades K-5.

- C. Teachers may waive this planning time to attend faculty meetings or participate in meetings involving their regular teaching assignments. Planning time may not be cumulative from day to day.

SECTION 10.2 SCHOOL YEAR

- A. The length of the school year shall be one hundred eighty-four (184) contract days. This shall include the following:
 - 1. One (1) day for a general meeting/building meeting at the beginning of the school year
 - 2. One (1) full day for teacher preparation at the beginning of the school year
 - 3. One-half (1/2) day of in-service planned by the Association and administration, to be combined with one-half (1/2) day to be used as a “records day”. This day shall be scheduled prior to the beginning of the second semester. "Records day" shall be utilized for the following purposes for all grades (Pre-K-12): Record keeping, grading papers, and recording grades.
 - 4. Two (2) parent teacher conference days (PreK – 12)
 - 5. One (1) teacher work day at the end of the school year.

New staff members hired prior to the beginning of the school year shall be on duty one hundred eighty-five (185) days to attend an orientation meeting.

- B. Attendance at all functions outside the school day and year and beyond normal working hours shall be voluntary.
- C. Bargaining unit members that have supplemental contract duties (i.e., advisors, coaches, directors, curriculum development projects, summer school, extended service, etc.) shall work those hours needed to complete these duties in addition to the hours outlined above. Compensation for same shall be according to supplemental contract provisions of this Agreement.
- D. Specific dates for up to six (6) early dismissals/delayed starts will be decided by the calendar committee and Board of Education. The faculty and administration will use the early dismissals/delayed starts to address advancing the goals established by the district leadership team. The strategies for accomplishing this will be developed collaboratively by the building leadership teams (BLT). Principals will establish a method to share

written minutes of the BLT meetings with the entire faculty of the building. Bargaining unit members shall not be required to work beyond one hundred eighty-four (184) days (one hundred eighty-five (185) days for new staff members) without compensation.

SECTION 10.3 SCHOOL CALENDAR

- A. Establishing the school calendar is the duty and responsibility of the Board of Education as mandated by the Ohio Revised Code. The district will create a calendar committee for the purpose of recommending calendars to the Board of Education. The calendar committee will include at least two (2) LEA members per building. However, for the term of this Agreement, the following unpaid holidays (days off) will be scheduled as follows:
1. Labor Day
 2. Capital Day
 3. Thanksgiving
 4. Winter Break
 5. President's Day or Martin Luther King Day
 6. Spring Break
 7. Memorial Day
- B. The Board and the Association may agree to adopt an alternate make-up day plan to make up hours of instruction missed due to disease, hazardous weather conditions, law enforcement emergencies, or other reasons consistent with guidance from the Ohio Department of Education. Such plan will be pursuant to Section 3313.482 of the Ohio Revised Code, be signed off by the LEA President, and be approved by the Board prior to August 1st of a given school year. If the plan is not approved, the Board may utilize language in 10.3.C. in order to make up missed instructional time.
- C. Should schools be closed in the course of the year requiring days to be "made-up," the Board may use any of the days listed in Section 10.3 (A) above and adjust the school calendar in any manner deemed appropriate and necessary to comply with State Board of Education Minimum requirements and State Foundation fiscal year requirements (Section 3317 of the Ohio Revised Code) to receive full funding.
- D. Should schools be closed by the Superintendent for inclement weather/calamity days, bargaining unit members will not be required to report for duty.

ARTICLE XI

TEACHING CONDITIONS

SECTION 11.1 TEACHING ENVIRONMENT

- A. The following facilities will be provided for each member of the bargaining unit:
1. A separate desk, chair, and either a file cabinet or storage cabinet with lockable storage area in the classroom.
 2. Lunchroom facilities away from students and a faculty lounge with a telephone for staff use.
 3. Separate (men and women) restroom and lavatory facilities not available to students where possible within existing facilities.
 4. Bargaining unit members may use the school's telephone for long distance calls relating to approved school business and for immediate family emergency calls.
 5. Bargaining unit members will have direct use or assistance with equipment within the building. Also, bargaining unit members will have use of computer equipment for classroom preparation.
 6. A bargaining unit member shall not be expected to perform nursing services beyond the level of basic first aid measures unless that member is specifically trained and agrees to provide such services.
- B. The administration will attempt to make all routine announcements over the public-address system during the first and last twenty (20) minutes of the day. It is recognized by both parties that emergency announcements may have to be made at other times during the day.
- C. Bargaining unit members will be informed verbally, as quickly as possible, of phone calls identified by the caller as emergency in nature.
- D. Inclusion
1. All teachers with inclusion students in their class shall be trained to deal with the special educational needs of these students during in-service or at an outside training session. Teachers required to attend such training outside the regular school day or year shall be compensated at a rate of ten dollars (\$10) per hour, not to exceed fifty dollars (\$50) per day.
 2. The Board and the Association recognize the need to consider inclusion students on a case by case basis in the process of determining class size. The building

principal shall consult with affected teachers and shall consider this issue when assigning students and determining class size.

- E. It is the intent of the Association and the Board to pursue a smoke-free/tobacco free environment district wide.

SECTION 11.2 CLASS SIZE

A. Scheduling of Classes

Regular instructional classes will be scheduled not to exceed the maximum number of pupils provided in this Agreement. All students, including mainstreamed special education pupils shall be included in the maximum class size numbers. Class size limits do not include music, art, physical education and group instruction activities, library, study hall and other supervisory activities or mainstreamed special education pupils accompanied by their instructor to participate in a regular teacher's learning activity. When classes are scheduled to exceed the maximum provided herein, the Administration may either make an adjustment in the size of the class or authorize additional compensation for the teacher, as provided in this Agreement.

B. Maximum Class Size

Except as provided in this Agreement, classes will not be scheduled to exceed the following limits for each of the following levels:

1. Elementary School (PreK-5) thirty (30) pupils per homeroom
2. Grades 6-12 one hundred eighty-five (185) total assigned pupils per day for instructional purposes.

It will be the responsibility of the teacher to notify the principal at any time that an adjustment in class size or alternative compensation is required.

C. Grace Period

No adjustment in class size will be required for the first ten (10) school days of any semester. When adjustment is required under this Agreement, the Administration shall have the option to either reduce the number of assigned pupils in the homeroom (or, for grades 6-12, the total teacher load) or in the alternative, to provide additional compensation for the teacher as follows:

For each pupil in excess of the maximum number of pupils provided in this Agreement, after the grace period the teacher will be compensated at the rate of one hundred fifty dollars (\$150) per pupil per year. Compensation will be pro-rated on a daily basis for each day that the teacher is assigned excess pupils and paid at the end of the school year.

SECTION 11.3 ACCESS TO WORK SITES

Bargaining unit members shall have access to their respective worksites during hours that school is not in session, and upon request, shall be provided a key/fob to allow such access to their building. Any use of school equipment shall be limited to activities directly associated with the bargaining unit member's assigned teaching duties.

Bargaining unit members working in their buildings after hours shall assume responsibility for securing these areas, turning off lights and/or equipment, and for locking the building upon leaving. Bargaining unit members are responsible for ensuring that keys and or other items are not lost, stolen loaned or duplicated. In case of loss of fobs or keys, the Board will replace the first loss and the bargaining unit member is responsible for any subsequent losses.

SECTION 11.4 ACADEMIC FREEDOM

Academic Freedom shall be defined as that right afforded bargaining unit members to utilize those techniques and procedures in the instructional process that are considered generally accepted standards of professional conduct and which comply with the requirements of the Board through its policies, rules and regulations, to attain the goals and objectives prescribed by the Board for each course of study.

SECTION 11.5 PARENTAL COMPLAINT PROCEDURE

When a complaint is made by the parent of a student or any other member of the public concerning a staff member's conduct, service, character, personality, or other reason, to a Board member, central office administrator, building principal, or other supervisor, without having first met with the staff member, the following procedure shall be followed:

- A. If the complaint is referred to the building principal or supervisor, he/she will determine the validity and/or seriousness of the complaint. The principal or supervisor shall determine if the complaint should be disregarded or brought to the attention of the staff member at that time.
- B. If the complaint is referred to the staff member, he/she will be given the identity of the complainant and the opportunity to discuss the details of the situation with his/her principal or supervisor. Together they will cooperatively decide on an appropriate response to the complainant and/or solution to the situation causing the complaint.
- C. If the complaint is not referred to the staff member, then such complaint shall be disregarded and may not be used in any subsequent conference, evaluation or other assessment of the staff member involved.
- D. Nothing in this procedure limits or restricts the authority of the administration or Board to investigate professional misconduct and to make determinations or take actions based on the administration's investigation.

SECTION 11.6 EMERGENCY REMOVAL OF STUDENT FROM CLASSROOM

When a teacher determines a student’s behavior is disrupting to the education environment, the student shall be removed on an emergency basis, then he/she shall either take the student to the office while another teacher monitors his/her class or the teacher shall notify the office on the intercom or send another student to the office requesting office personnel to assist in escorting the disruptive student to the office. The Emergency Removal Form must be completed entirely and submitted to the proper administrator.

ARTICLE XII

STAFF MEETINGS

A day will be reserved for faculty meetings. The principal may schedule one (1) faculty meeting per month which may extend sixty (60) minutes beyond the student day. However, the principal may schedule a meeting as determined by necessity in lieu of the planned monthly meeting with a twenty-four (24) hour notice. In the event a meeting is rescheduled, any staff member unable to attend due to previously scheduled commitments will not be penalized.

The agenda for the regular monthly faculty meeting should be posted twenty-four hours (24) prior to the meeting.

Under emergency situations a special faculty meeting may be scheduled by the principal.

Bargaining unit members are required to attend all faculty meetings unless excused by the building principal.

ARTICLE XIII

LEAVES OF ABSENCE

SECTION 13.1 GENERAL

A leave of absence is defined as a period of extended absence from duty by an employee of the Board of Education for which a written request was submitted and approval given by the Superintendent and the Board. The Board may grant a leave of absence for a period not more than 24 months or two (2) school years for educational, professional or other purposes and shall grant such leave for illness or other disabilities for reason of the request if certified by a member's attending physician. A member of the bargaining unit returning to active service following a leave of absence shall be returned to the previous position held at the time the leave began, if available; otherwise he/she will be assigned to a position for which he/she is certified. No leave of absence shall be granted for employment in another business or occupation. For purposes of seniority and salary placement, said bargaining unit member will be counted as having been on leave.

Substitute Positions- At the outset of a known long-term substitute assignment, or as soon as a substitute assignment passes sixty (60) work days in length, the Board shall, through the Superintendent, meet with the long-term substitute and the Association President (or designee) to discuss the parameters and expectations of the long-term assignment, and the contractual applications to the substitute.

Bargaining unit members are required to meet with their long-term sub prior to their planned long term leave to review their classroom routine, two (2) weeks of detailed plans, and an outline with resources for the rest of the leave.

Bargaining unit members must notify the Superintendent, in writing, no later than April 1 of his/her intention to return to duty. The leave of absence becomes a resignation if the teacher fails to comply with the April 1 notification. Bargaining unit members who have served in the London School District for four (4) years or more may be granted a leave of absence for not more than 24 months or two (2) school years for the purpose of approved study. No more than five percent (5%) of the instructional staff shall be granted leave at any one time.

SECTION 13.2 SICK LEAVE

Each full-time bargaining unit member of the Board will be entitled to fifteen (15) days of sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1¼) days for each month of service. Bargaining unit members may use sick leave for absence due to illness, injury, pregnancy, or exposure to contagious disease for themselves and/or immediate family, or medical appointments made necessary by any of the conditions contained in this section. Immediate family for illness is interpreted as meaning spouse, children, parents, siblings, parents-in-law, grandparents, grandchildren, uncles, aunts, nieces and nephews and any other person residing in the bargaining unit member's household. Sick leave may also be used for the death of a relative of a bargaining unit member or for any emergency which warrants sick leave privileges as determined by the Superintendent. Sick leave may also be used for the death of a close friend provided all personal leave days have been used. Sick leave is not to be used for the purpose of well childcare. Sick leave is cumulative to a maximum of three hundred fifty (350) days.

Should a bargaining unit member exhaust sick leave during the year, and upon written request by the bargaining unit member, the Board may advance sick leave to the member, not exceeding the amount yet to be accrued in current fiscal year. The Board and Association agree that any teacher who is advanced sick leave is obligated to repay all advanced sick leave upon separation from the district or upon retirement. Upon return to duty sick leave accrual will be used to offset advanced days.

In this case, the Board of Education shall require a bargaining unit member to furnish a written request to the Board to justify use of sick leave.

The Board may require the bargaining unit member to submit to an examination, at Board expense, to determine the bargaining unit member's ability to return to work.

Sick leave may be used in one-half (1/2) or full day increments.

A bargaining unit member who finds it necessary to be absent will notify the building administrator or designee the day before the absence or except in cases of personal emergency not later than ninety (90) minutes before the start of his/her school day. Sick leave will not be granted unless approved by the Superintendent, as in a case of an unavoidable emergency, if this procedure is not followed.

Any bargaining unit member using a total of fifteen (15) or more days of sick leave per school year may be required to furnish a physician's statement justifying the use of any further sick leave. Failure to furnish a physician's statement, may result in the loss of pay. Consideration will be given to absences due to extended illness.

SECTION 13.3 PROFESSIONAL LEAVE

- A. Bargaining unit members may be granted professional leave to attend educational conferences related to the bargaining unit member's assignment or for visitation to exemplary programs. Such leaves must be approved by the principal and affirmed by the Superintendent. Bargaining unit members shall be reimbursed for mileage, meals (no reimbursement for alcoholic beverages) and registration to attend approved conferences and/or visitations.

Necessary expenses for lodging will be reimbursed when attending a conference which exceeds a radius of 75 miles and the length of the program requires overnight lodging. Lodging may be reimbursed when traveling a shorter distance if it is necessary for the bargaining unit member to supervise students and/or the conference extends more than one (1) day and has an evening agenda.

- B. The bargaining unit members shall request professional leave at least one (1) week in advance of the date(s) requested on the form provided by the Board.
- C. Bargaining unit members shall submit their request for reimbursement on the form provided by the Board and shall include the proper receipts and documentation.

SECTION 13.4 PREGNANCY/MATERNITY/PATERNITY/ADOPTION LEAVE

A bargaining unit member may request a leave of absence without pay for the purpose of maternity, paternity, and/or adoption leave. Whenever possible, the written request and FMLA paperwork (see faculty forms on district website and Appendix E) must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence. The request shall state the length of absence and the anticipated date of return. Upon returning to the employment of the Board, the bargaining unit member shall return to the same position held at the time the leave began, if available; otherwise he/she will be assigned to a position for which he/she is certified.

Bargaining unit members shall have the option of requesting a maternity leave under FMLA. The bargaining unit member shall receive twelve (12) weeks paid leave if the bargaining unit

member has the proper amount of sick leave to cover the twelve (12) weeks. Maternity/paternity leave begins upon the birth of a child. A bargaining unit member may request the remainder of a semester on a non-paid status. If the insurance is carried through the school district, the employee will pay the full premium during the non-paid leave

Any bargaining unit member whose accumulated sick leave days are insufficient to cover the period of leave set forth in this article (12 weeks of paid) may use accumulated sick leave and following the exhaustion of accumulated unused sick leave, shall be granted maternity leave without pay for the remainder of the twelve (12) weeks allowed by FMLA, following the birth of a child. This type of leave is not eligible for sick leave bank usage per Article XVIII Section A of this agreement.

Leave under this section shall be granted, upon request, via the Family Medical Leave Act. The date of the qualifying event for adoption leave shall be determined by the court of record governing the adoption.

The continuing contract status of any such bargaining unit member shall not be adversely affected by parental leave, but the normal annual salary increment shall not be granted unless one hundred twenty (120) days of the contract have been fulfilled.

SECTION 13.5 UNRESTRICTED PERSONAL LEAVE

Each bargaining unit member may be granted three (3) days of unrestricted personal leave. Bargaining unit members employed between one (1) and sixty (60) days will receive one (1) personal leave day. Those employed from sixty-one (61) to one hundred nineteen (119) days will receive two (2) personal leave days and those employed one hundred twenty (120) days or more will receive three (3) personal leave days. Such leave will be granted upon submitting a request on a form approved by the Board to the building principal at least five (5) work days prior to taking of the personal leave, except when the nature of circumstances preclude such notification. The circumstances precluding five (5) day notification will be evaluated by Administration subsequent to utilization of leave. The request form shall make provision for the bargaining unit member's name, date the bargaining unit member desires to take personal leave, whether the bargaining unit member desires to take personal leave in whole or half day increments, and the bargaining unit member's signature.

The Association and the Board agree that the intent of the use of unrestricted personal leave is to enable members to conduct that personal business which cannot be conducted during the hours school is in session.

The following limitations shall prevail:

1. No more than ten percent (10%) of any building's staff shall be granted unrestricted personal leave at the same time.
2. On any given day that absenteeism exceeds fifteen percent (15%) of a given buildings faculty, requests for personal leave maybe refused. Prior approved

requests for personal leave shall not be rescinded without the approval of the teacher.

3. This leave may be used in one half (½) or full day increments.
4. Unrestricted personal leave shall not be cumulative.
5. Unrestricted personal leave shall not be granted the day before or the day after a scheduled holiday or vacation or during the last ten (10) school days of the student school year. In the event of an emergency that necessitates personal leave within these periods, a written request explaining the circumstances for the request may be submitted to the Superintendent for consideration and approval. The decision of the Superintendent shall be final.
6. Members of the bargaining unit employed one hundred twenty (120) days or more during any one (1) contract year (July 1 - June 30) who do not use unrestricted personal leave shall be reimbursed as follows:

| | |
|------------------------------------------------|----------|
| Use "0" days of unrestricted personal leave | \$150.00 |
| Use one (1) day of unrestricted personal leave | \$100.00 |

Eligible bargaining unit members shall be reimbursed no later than the second pay date in July. At the end of the fiscal year, eligible bargaining unit members may choose to be reimbursed or rollover into sick leave any unused personal leave days.

SECTION 13.6 ATTENDANCE IN COURT

A. Absence in Response to Subpoena or Jury Summons

1. A bargaining unit member who is summoned for jury duty during normal teaching hours and who is subpoenaed to appear in a court for school purposes will be granted a leave of absence from normal teaching duties to permit compliance, provided the bargaining unit member meets the following:
 - a. Notifies the Superintendent within two (2) days after receipt of the jury summons or subpoena.
 - b. Submits a statement signed by the bargaining unit member to the Treasurer stating the following:
 - (1) date and time in attendance at the proceeding
 - (2) actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating

- c. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or summons, must be remitted by the bargaining unit member to the office of the Treasurer before the end of the pay period in which the absence occurred.
2. In court cases in which the bargaining unit member's presence is required, the Superintendent may authorize absence with no loss of salary in accordance with the provisions of this section. The decision of the Superintendent with respect to such matters shall be final.

SECTION 13.7 ASSOCIATION LEAVE

The Board will permit the Association President or his/her designee up to five (5) days of leave per year to carry out official Association business. Such leave may be taken in increments of one (1) class period up to one (1) full day.

Any bargaining unit member elected to the Ohio Education Association Executive Committee will be granted Associated Leave, provided such leave does not exceed three (3) days per school year. Association leave must be requested at least five (5) days in advance. Such written notice shall include the date(s), place, and function for which leave is requested.

Additional Association leave may be granted the LEA president or his/her designee. Any bargaining unit member elected to a state association office that requires full-time performance will be granted an Association leave, without pay, for a period not to exceed one (1) school year.

The Board will split the cost fifty/fifty (50/50) for the substitutes needed for a maximum of two (2) days per school year.

SECTION 13.8 ASSAULT LEAVE

In case of an assault on a bargaining unit member, arising out of and in the course of the bargaining unit member's employment, including co-curricular activities, which results in the bargaining unit member being disabled from performing his/her duties as determined by the bargaining unit member's physician, the Board shall grant, without charge to sick leave up to a maximum of twenty (20) days of absence.

Additional days may be granted if the situation warrants as determined by the Superintendent. The Board may require a second opinion examination and certificate from a licensed physician mutually agreed upon by the member and the Board and paid by the Board indicating that the bargaining unit member is disabled from performance of duties and the nature and duration of such disability.

Bargaining unit members applying for assault leave shall be required to submit an application for Worker's Compensation. Should Worker's Compensation be approved and the bargaining unit

member is reimbursed for salary on days absent while on assault leave and sick leave, said reimbursement shall be assigned to the Treasurer of the Board.

SECTION 13.9 MILITARY LEAVE

Bargaining unit members shall be granted military leave in accordance with Sections 3319.14 and 5923.05 of the Ohio Revised Code.

SECTION 13.10 WORKER'S COMPENSATION

Bargaining unit members covered under this Agreement are protected under Chapter 4123 of the Ohio Revised Code, Worker's Compensation, in cases of injury or death which occurred in the course of or arising out of employment with the London City School District.

Any injury incurred while performing assigned responsibilities shall be reported to the injured bargaining unit member's supervisor or other designated representative within twenty-four (24) hours. Said report shall describe in detail the time, date, and circumstance, causing the injury. Failure to report said injury within the prescribed time may result in disciplinary action.

It shall be the responsibility of the injured bargaining unit member to file the appropriate applications for compensation to the Bureau of Worker's Compensation.

SECTION 13.11 FAMILY AND MEDICAL LEAVE

Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

For purposes of this Section, an employee may exercise rights under FMLA during any rolling twelve (12) month period, meaning once the employee completes leave under FMLA, the twelve (12) month time period shall begin.

ARTICLE XIV

SALARY AND BENEFITS

SECTION 14.1 SALARY AND INDEX

- A. For the 2020-2021 school year, the base salary shall be Thirty-Eight Thousand Two Hundred Seven and Sixty-Five H (\$38,207.56). All members will advance one (1) additional step in the salary index.
- B. Salary steps for the life of this Agreement shall progress by the multiplier as noted in Appendix A.

SECTION 14.2 PAYROLL PRACTICES

- A. There will be twenty-four (24) paydays for the 2020-2021 school year.

Bargaining unit members will be paid by direct deposit semi-monthly on the fifth (5th) and the twentieth (20th) of each month. Should the fifth (5th) or the twentieth (20th) fall on Saturday, bargaining unit members will be paid on the preceding Friday. Should the fifth (5th) or the twentieth (20th) fall on a Sunday, bargaining unit members will be paid on the following Monday.

If the aforementioned days coincide with a banking holiday, the notice will be dated the banking date immediately prior to the holiday. Also, if the payday falls during a period when school is not in session, the Treasurer will email the pay notices, unless otherwise requested by the bargaining unit member.

- B. Each pay notice will include those deductions required by law, and bargaining unit member authorized deductions for the credit union, annuity payments, Association dues, sick leave accumulation, and insurance premiums.
- C. W-2 forms for bargaining unit members will be distributed as soon as possible, but no later than required by Federal regulations.
- D. A bargaining unit member may authorize by submitting to the Treasurer by September 30, a written authorization for the purposes of deducting dues for the Association and its unified affiliates. A bargaining unit member's written authorization shall continue from year to year unless the bargaining unit member chooses to discontinue the dues deduction by requesting same in writing by the second pay notice in October. Dues will be deducted in twenty (20) equal installments.

The Association shall indemnify the Board and hold it harmless against any and all claims, suits, demands, and other forms of liability, including legal fees and expenses that may arise from compliance with this article, provided that any deduction(s) made or other actions taken by the Association have been in accordance with this provision. The Board is hereby permitted to hire, at its own expense, its own attorney to represent the Board in any and all claims, suits, or any other action arising from this dues deduction provision.

The Association shall have exclusive payroll deduction rights for union dues for members of the bargaining unit. Should a bargaining unit member elect to participate in an electronic deduction program for payment of their union dues the treasurer of the Association shall notify the Board treasurer to discontinue the payroll deduction of union dues from the member's payroll. Should a bargaining unit member elect to discontinue such electronic deduction for payment of their union dues, the remaining balance will be paid in full paid, by check, to the Association treasurer by the last day of the school year.

E. Income Insurance and Annuity Programs.

Bargaining unit members shall be granted payroll deductions for Board approved annuities or income protection plans. Said deductions shall be authorized by the bargaining unit member on forms provided by the Board-approved carrier.

Such deductions shall continue from month to month, year to year, until employment terminates or said bargaining unit member gives written notice to the Treasurer requesting such payments be discontinued. The Board will send a check to the agent of record for the purpose of annuity program membership.

F. Insurance

Group insurance premium deductions shall be authorized by the bargaining unit member through enrollment in the insurance plan(s). Any change in insurance payroll deduction shall require the Treasurer to notify the bargaining unit members of the change prior to making the new payroll deduction. At any time a bargaining unit member may drop group provided insurance coverage by notifying the Treasurer in writing. Enrollment in the group provided insurance program shall occur only during open enrollment periods. The Treasurer shall be held harmless from errors or changes in billing submitted by the insurance carriers. The Treasurer shall make the required adjustments from the earnings payable to the bargaining unit member.

SECTION 14.3 CREDIT FOR EXPERIENCE

A. Bargaining unit members employed after the effective date of this Agreement will be given a maximum of fourteen (14) years of experience for military service and prior experience in public and non-public schools effective the beginning date of this Agreement.

SECTION 14.4 SALARY ADJUSTMENT

To receive an increment for training beyond the Bachelor's degree, a teacher must submit a written request (form) and a copy of his or her official transcript to show successful completion of course work. Transfer to a new salary column will be made retroactive to the beginning of the school year for the first (1st) semester if the official transcript is submitted to the Treasurer's office by November 1st of the school year. Transfer to a new salary column will be made retroactive to the beginning of the second semester if the official transcript is submitted to the Treasurer's office by April 1st of the school year.

SECTION 14.5 SEVERANCE PAY/RETIREMENT

Retirement severance will be paid to each bargaining unit member retiring from the London City School System at a per diem rate of the annual salary at the time of retirement and after ten (10) continuous years of service in the district. "Continuous service" shall be defined as to include all time spent on approved leave, and all time spent out of employment of the district due to

reduction in force. Eligible days for retirement severance shall be one-fourth (1/4) of the bargaining unit member's accumulated unused sick leave. Payoff of severance shall occur in one lump sum. Benefits for all bargaining unit members retiring shall be discontinued as of the end of the month of retirement.

To qualify for retirement severance a bargaining unit member shall:

- A. Retire from the school system by submitting a written statement of retirement to the Board of Education. Employees are responsible for notifying the treasurer's office of the number of years of employment in the district.
- B. Provide the Treasurer of the Board of Education evidence from the State Teacher's Retirement System (STRS) that substantiates the bargaining unit member's eligibility for service or disability retirement as the last day of employment.
- C. The district agrees that upon receipt of the first State Teacher Retirement System (STRS) pay stub of a retiree, the Board has 60 days to pay out the severance.
- D. Payment on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member.

SECTION 14.6 COVERING CLASSES AND STUDENTS DUE TO TEACHER ABSENCE

In all cases of a bargaining unit member's absence, principals shall strive to secure the necessary substitute teachers. Only when a qualified substitute is not available or an emergency arises during the school day will bargaining unit members be requested by the principal to cover classes of an absent teacher. The principal shall request teachers to cover classes of absent teachers on a rotational basis.

Regular teachers used as period substitutes excluding study hall supervisors will be supplied with a "Period Substitute Form" by the principal for the purpose of recording such substitute time. Upon proper completion and timely return of said form, the regular teacher will be paid fifteen dollars (\$15) per period substituted. Elementary teachers who are asked to cover split classes for the day will be compensated \$15 for the day, \$7.50 for half-day. Compensation for the first semester will be the first pay of February, and compensation for the second semester will be the last pay in June. Period substitute forms must be received by the treasurer's office by the last day of each semester.

Any bargaining unit member may have the right to refuse such request unless the principal declares an emergency situation exists. In such emergency situation the right to refuse is waived. Each building shall discuss and determine a plan of action for covering classes by the 2nd week of school.

SECTION 14.7 TRAVEL REIMBURSEMENT

The Board of Education and the Association agree that those members who are required to travel from one building to another during the regular school day to fulfill a work assignment shall be reimbursed by the Board at the IRS rate as of August 20th of each year, provided the following conditions are met:

- A. Monthly travel sheets are returned to the Treasurer by the following month indicating the days traveled and the miles.
- B. Eligible mileage will be those miles traveled from one building assignment to another building assignment. If a bargaining unit member is required to return to his/her original building assignment or another building assignment additional mileage will become eligible for reimbursement.

SECTION 14.8 EDUCATIONAL INCENTIVES

The Board of Education agrees to provide educational incentives as follows:

Thirty thousand dollars (\$30,000) each year payable on or before October 31.

Funds will be applied toward approved educational incentives for courses completed by August 31st for payment by October 31st of the same year.

Educational incentives shall be made according to the following guidelines:

- 1. All educational incentives must be submitted to the Superintendent on a formal application, for approval, prior to registration for the course.
- 2. Courses must be in the area of classroom assignments or anticipated assignment with priority given to applicants taking courses in their academic subject area(s). Other courses may be approved for reimbursement upon the recommendation of the building principal and approval of the Superintendent.
- 3. Certificated personnel receiving educational incentives must return to the London City School district the school year following that in which the application for educational incentive was approved in order to receive payment.
- 4. Individual reimbursement shall be on the basis of the following formula:

| | | |
|-------------------------------------|--|----------------------------|
| 30,000 | | = % of Individual Teacher |
| Total Cost of all tuition submitted | | Reimbursement (up to 100%) |
- 5. To be eligible for payment, a minimum grade of "B- or "Pass" must have been earned in each course for which an educational incentive was requested.

6. Before reimbursement is made, both a receipt showing payment for tuition cost and proof of satisfactory completion of the course must be presented to the Treasurer. Proof of satisfactory completion of the course shall consist of:
 - a. an official transcript from the college, university, or sponsoring organization; or
 - b. an official grade slip showing the final grade, or;
 - c. a letter from the college registrar's office confirming the actual completion of the course.
7. Reimbursement shall only be made if both a receipt showing payment for tuition cost and proof of satisfactory completion of the course are presented to the Treasurer no later than August 1st prior to the scheduled payment date.
8. A bargaining unit member must work thirty (30) hours or more per week to be eligible for this benefit.
9. Reimbursement shall be made in a check separate from the bargaining unit member's salary paycheck.

SECTION 14.9 INSURANCE

- A. The Board agrees to provide a group insurance program for employees that includes the following benefits:
 1. \$45,000.00 Life Insurance Plan
 2. Dental Insurance Plan
 3. Vision Insurance Plan
 4. Hospitalization, Surgical and Major Medical Insurance Plan
- B. The Board's contribution toward the cost of this insurance program shall be eighty percent (80%) of the total cost of each insurance plan for full-time employees. All high deductible health plan participants will have Board contributions made to their HSA account, in January of each year.
- C. If the bargaining unit member selects no health insurance coverage, the Board shall pay 100% of the cost of the bargaining unit member's life, vision, and/or dental coverage.

- D. If spouses are both members of the staff, the Board will provide eighty percent (80%) of the total cost of the following coverage:

Two (2) Single Life Insurance plans
Two (2) Single or One (1) Family Dental Insurance plan
Two (2) Single or One (1) Family Vision Insurance plan
Two (2) Single or One (1) Family Health Insurance

- E. The Board retains the right to send this coverage out for bid(s) in an attempt to reduce costs. Any coverage selected will be equal to or greater than that currently in effect.
- F. Any bargaining unit member assigned to twenty (20) or more hours of duty each week shall be eligible for full benefits under this section. The Board will contribute a pro-rated share of each insurance plan premium for less than full-time (37.5 hours per week) bargaining unit members. For example, if a bargaining unit member is employed for 32 hours per week ($32/37.5=85\%$) the Board will contribute 85% of the 80% normally contributed for full-time employees.
- G. Insurance benefits for each respective year of this negotiated Agreement shall be effective January 1. Payroll deductions will begin September of the given year. Insurance benefits will begin the first day of the month after the employee has worked thirty (30) days in the district.
- H. There shall be one (1) open enrollment period per school year and it shall be the month of August.
- I. The Board will make available an approved Section 125 tax shelter "Premium Only" plan to permit each member to shelter his/her contribution toward the insurance plan.
- J. Effective July 1st, 2017, all new employees, whose spouse is eligible to receive medical insurance from their employer, will be eligible for insurance coverage for themselves and their children only.
- K. Effective July 1st, 2017, all new employees will be eligible to receive health insurance via the district's high deductible health plan (HSA) only.

SECTION 14.10 STRS PICK-UP

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

- A. The amount to be picked-up and paid on behalf of each bargaining unit member shall be the total bargaining unit member's contribution as required in Section 3307.51 of the Ohio Revised Code. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall apply to all compensation including supplemental earnings.
- D. The parties agree that, should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- E. Payment for sick leave, personal leave, severance and supplementals, including unemployment and Worker's Compensation, shall be based upon the employee's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a teacher's contract.).

SECTION 14.11 EMPLOYMENT OF RETIRED TEACHERS

When a certificated/licensed retired person is employed within the London City School System, the following will apply. Placement on the salary schedule will be at the discretion of the Superintendent; a maximum of ten (10) years' service may be granted within the salary schedule. Such person will be granted one (1) year limited contracts for the duration of employment, and single benefit coverage. All other benefits and rights granted under the collective bargaining agreement in place will apply.

ARTICLE XV

SUPPLEMENTAL CONTRACTS

- A. Supplemental positions are defined as those positions for which a supplemental contract is issued.
- B. Compensation for the 2020-2021 supplemental contracts can be found in Appendix C. The Association and the Board agree to form a joint committee to evaluate and make recommendations regarding compensation for supplemental contracts found in Appendix C. The committee will complete its work in time to make recommendations for the 2021-2022 school year.
- C. The Board retains the right to add or delete supplemental positions as it deems appropriate. Salary for added positions shall be determined in consultation with the Association representatives as specified by their President.
- D. Bargaining unit members employed under supplemental contracts for extended service

directly related to their regular classroom duties shall be compensated by dividing their annual salary by 184, the quotient of which shall determine their per diem salary and multiplying same by the number of extended days.

- E. Supplemental positions shall be paid in one (1) installment at the completion of duties upon explicit certification of same to the Treasurer by the athletic director or building principal as appropriate. The Assistant Athletic Director supplemental positions will be paid in two (2) installments; one prior to the end of December and the final prior to the end of the school year, upon explicit certification to the Treasurer that sufficient completion of duties has taken place.
- F. Positions may be divided at the bargaining unit member's option and with the approval of the Superintendent. Pay for said position shall be divided among those bargaining unit members sharing the position.

ARTICLE XVI

TUITION FREE ENROLLMENT

The Board will agree to enroll the legally dependent children of bargaining unit member's tuition free in the London City School District under open enrollment policies according to the following provisions:

1. The London City School District has in existence the required educational program and staff to which the child or children must be assigned.
2. The child or children comply with Board and Administration policies, rules and regulations governing the conduct of students.
3. The member provides their transportation.
4. The member agrees to have their child or children assigned to another building should enrollment in the attendance center to which they are assigned require it.
5. The building assignment shall be determined by the Superintendent.

ARTICLE XVII

DISCIPLINE/REPRIMAND PROCEDURE

- A. Members of the bargaining unit may be disciplined for violating Board of Education Policies and Procedures and Administrative Rules and Regulations governing the management and control of the London City School District.
- B. The disciplinary options which may be imposed by the Principal and/or Superintendent are as follows:

1. Verbal Warning
 2. Verbal Reprimand
 3. Written Reprimand
 4. Suspension Without Pay for one (1) day
 5. Suspension Without Pay for three (3) days
- C. Nothing contained herein shall require that a lesser sanction be imposed before a more severe sanction may be imposed. Only the Superintendent may suspend a member without pay.
- D. All disciplinary appeals shall be initiated in writing to the Board through the Superintendent. Requests for appeal must be submitted to the Superintendent no later than two (2) days following the disciplinary option imposed.
- E. All disciplinary action above, except for verbal warning, shall be for just cause, as defined in Enterprise Wire (46 LA 359, 1966); however, only suspensions without pay may be arbitrated.
- F. All records of disciplinary actions will be placed in the personnel file and a copy given to the bargaining unit member. The Board shall develop a standard form for the issuance of all discipline that shall be used across the district.
- G. All bargaining unit members having material of a disciplinary nature placed in their personnel file shall have the right to attach comments to that material within ten (10) days of the date of the dated material. Disciplinary action contained in an employee's personnel file shall not be used against the employee after two (2) years from the date of the action as long as no further similar infractions occur.

ARTICLE XVIII

SICK LEAVE BANK

A. Purpose

Employees who intend to return to full time service may apply to this bank in cases of illness, injury, or non-elective surgeries resulting from unusual, severe, or emergency conditions for either personal illness or the illness of a member of the immediate family. The sick leave bank shall not be utilized for pregnancy, maternity, paternity, or adoption leaves. In order to use the bank, employees must first use all accumulated sick leave days, advances of sick time, and personal days.

B. Enrollment

All members of the bargaining unit are eligible to join the program; however, only participants (i.e., members actually donating days) will be able to utilize the bank. To join the bank, participants will donate two (2) or more days. (Sick leave bank donations will not affect annual attendance bonuses.) The enrollment period ends the second Friday of May of each school year.

C. Maintenance and Usage

Each year, bargaining unit members not participating in the bank will be asked to join as will people new to the district. Whenever the bank falls below fifty (50) days, each enrolled bargaining unit member will donate one (1) day. Failure to do so will result in forfeiture of all sick leave bank privileges. These donations will not affect attendance bonuses. Any participant wishing to borrow from the bank will be required to complete an application (Appendix F).

ARTICLE XIX

IMPLEMENTATION AND DURATION

This Agreement shall become effective at midnight on July 1, 2020, and shall remain in effect through 11:59 a.m. on June 30, 2021.

Those items in the existing Agreement and Memoranda of Understanding, not specifically removed or addressed in the negotiations that produced this contract, shall be incorporated in this successor contract unchanged.


This Agreement shall supersede and cancel all previous contracts between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendment or supplemental agreement attached hereto shall not be binding upon either party unless executed in writing and properly ratified by both parties.

If any provision of this Agreement or any application of this Agreement is found to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions of this Agreement shall continue in full force and effect. Upon mutual consent, the parties will meet to negotiate any provision found to be contrary to law.

Signed and entered into this ____ day of _____, 2020.



For the Association
Todd Boyd LEA President



For the Board
Dr. Lou Kramer LCS Superintendent

**LONDON CITY SCHOOLS
TEACHER'S SALARY INDEX**

| Step | BA | 150 | MA | MA+15 | MA +30 |
|-------------|-----------|------------|-----------|--------------|---------------|
| 1 | 1.000 | 1.045 | 1.091 | 1.136 | 1.182 |
| 2 | 1.045 | 1.091 | 1.136 | 1.182 | 1.227 |
| 3 | 1.091 | 1.136 | 1.182 | 1.227 | 1.273 |
| 4 | 1.136 | 1.182 | 1.227 | 1.273 | 1.318 |
| 5 | 1.182 | 1.227 | 1.273 | 1.318 | 1.364 |
| 6 | 1.227 | 1.273 | 1.318 | 1.364 | 1.409 |
| 7 | 1.273 | 1.318 | 1.364 | 1.409 | 1.455 |
| 8 | 1.318 | 1.364 | 1.409 | 1.455 | 1.500 |
| 9 | 1.364 | 1.409 | 1.455 | 1.500 | 1.545 |
| 10 | 1.409 | 1.455 | 1.500 | 1.545 | 1.591 |
| 11 | 1.455 | 1.500 | 1.545 | 1.591 | 1.636 |
| 12 | 1.500 | 1.545 | 1.591 | 1.636 | 1.682 |
| 13 | 1.545 | 1.591 | 1.636 | 1.682 | 1.727 |
| 14 | 1.564 | 1.591 | 1.682 | 1.727 | 1.773 |
| 15 | 1.564 | 1.591 | 1.727 | 1.773 | 1.818 |
| 16 | 1.564 | 1.591 | 1.773 | 1.818 | 1.864 |
| 17 | 1.564 | 1.591 | 1.818 | 1.836 | 1.882 |
| 18 | 1.564 | 1.636 | 1.818 | 1.836 | 1.882 |
| 19 | 1.564 | 1.655 | 1.818 | 1.836 | 1.882 |
| 20 | 1.564 | 1.655 | 1.818 | 1.836 | 1.882 |
| 21 | 1.564 | 1.655 | 1.818 | 1.836 | 1.882 |
| 22 | 1.564 | 1.655 | 1.818 | 1.836 | 1.882 |
| 23 | 1.564 | 1.655 | 1.818 | 1.836 | 1.882 |
| 24 | 1.564 | 1.655 | 1.864 | 1.882 | 1.927 |
| 25 | 1.564 | 1.655 | 1.864 | 1.882 | 1.927 |
| 26 | 1.564 | 1.655 | 1.864 | 1.882 | 1.927 |
| 27 | 1.564 | 1.655 | 1.864 | 1.882 | 1.927 |
| 28 | 1.564 | 1.655 | 1.864 | 1.882 | 1.927 |
| 29 | 1.564 | 1.655 | 1.864 | 1.882 | 1.927 |
| 30 | 1.564 | 1.655 | 1.909 | 1.927 | 1.973 |
| 31 | 1.564 | 1.655 | 1.909 | 1.927 | 1.973 |
| 32 | 1.564 | 1.655 | 1.909 | 1.927 | 1.973 |
| 33 | 1.564 | 1.655 | 1.909 | 1.927 | 1.973 |
| 34 | 1.564 | 1.655 | 1.909 | 1.927 | 1.973 |
| 35 | 1.564 | 1.655 | 1.909 | 1.927 | 1.973 |

APPENDIX B

| BOE Salary Schedule | | | | | |
|---------------------|-------------|------------------|-------------|-------------|-------------|
| Base: | \$38,207.65 | with 1% increase | | | |
| Step | BA | 150 | MA | MA+15 | MA +30 |
| 1 | \$38,207.65 | \$39,927.00 | \$41,684.55 | \$43,403.89 | \$45,161.45 |
| 2 | \$39,927.00 | \$41,684.55 | \$43,403.89 | \$45,161.45 | \$46,880.79 |
| 3 | \$41,684.55 | \$43,403.89 | \$45,161.45 | \$46,880.79 | \$48,638.34 |
| 4 | \$43,403.89 | \$45,161.45 | \$46,880.79 | \$48,638.34 | \$50,357.69 |
| 5 | \$45,161.45 | \$46,880.79 | \$48,638.34 | \$50,357.69 | \$52,115.24 |
| 6 | \$46,880.79 | \$48,638.34 | \$50,357.69 | \$52,115.24 | \$53,834.58 |
| 7 | \$48,638.34 | \$50,357.69 | \$52,115.24 | \$53,834.58 | \$55,592.14 |
| 8 | \$50,357.69 | \$52,115.24 | \$53,834.58 | \$55,592.14 | \$57,311.48 |
| 9 | \$52,115.24 | \$53,834.58 | \$55,592.14 | \$57,311.48 | \$59,030.82 |
| 10 | \$53,834.58 | \$55,592.14 | \$57,311.48 | \$59,030.82 | \$60,788.38 |
| 11 | \$55,592.14 | \$57,311.48 | \$59,030.82 | \$60,788.38 | \$62,507.72 |
| 12 | \$57,311.48 | \$59,030.82 | \$60,788.38 | \$62,507.72 | \$64,265.27 |
| 13 | \$59,030.82 | \$60,788.38 | \$62,507.72 | \$64,265.27 | \$65,984.62 |
| 14 | \$59,756.77 | \$60,788.38 | \$64,265.27 | \$65,984.62 | \$67,742.17 |
| 15 | \$59,756.77 | \$60,788.38 | \$65,984.62 | \$67,742.17 | \$69,461.51 |
| 16 | \$59,756.77 | \$60,788.38 | \$67,742.17 | \$69,461.51 | \$71,219.07 |
| 17 | \$59,756.77 | \$60,788.38 | \$69,461.51 | \$70,149.25 | \$71,906.80 |
| 18 | \$59,756.77 | \$62,507.72 | \$69,461.51 | \$70,149.25 | \$71,906.80 |
| 19 | \$59,756.77 | \$63,233.67 | \$69,461.51 | \$70,149.25 | \$71,906.80 |
| 20 | \$59,756.77 | \$63,233.67 | \$69,461.51 | \$70,149.25 | \$71,906.80 |
| 21 | \$59,756.77 | \$63,233.67 | \$69,461.51 | \$70,149.25 | \$71,906.80 |
| 22 | \$59,756.77 | \$63,233.67 | \$69,461.51 | \$70,149.25 | \$71,906.80 |
| 23 | \$59,756.77 | \$63,233.67 | \$69,461.51 | \$70,149.25 | \$71,906.80 |
| 24 | \$59,756.77 | \$63,233.67 | \$71,219.07 | \$71,906.80 | \$73,626.15 |
| 25 | \$59,756.77 | \$63,233.67 | \$71,219.07 | \$71,906.80 | \$73,626.15 |
| 26 | \$59,756.77 | \$63,233.67 | \$71,219.07 | \$71,906.80 | \$73,626.15 |
| 27 | \$59,756.77 | \$63,233.67 | \$71,219.07 | \$71,906.80 | \$73,626.15 |
| 28 | \$59,756.77 | \$63,233.67 | \$71,219.07 | \$71,906.80 | \$73,626.15 |
| 29 | \$59,756.77 | \$63,233.67 | \$71,219.07 | \$71,906.80 | \$73,626.15 |
| 30 | \$59,756.77 | \$63,233.67 | \$72,938.41 | \$73,626.15 | \$75,383.70 |
| 31 | \$59,756.77 | \$63,233.67 | \$72,938.41 | \$73,626.15 | \$75,383.70 |
| 32 | \$59,756.77 | \$63,233.67 | \$72,938.41 | \$73,626.15 | \$75,383.70 |
| 33 | \$59,756.77 | \$63,233.67 | \$72,938.41 | \$73,626.15 | \$75,383.70 |
| 34 | \$59,756.77 | \$63,233.67 | \$72,938.41 | \$73,626.15 | \$75,383.70 |
| 35 | \$59,756.77 | \$63,233.67 | \$72,938.41 | \$73,626.15 | \$75,383.70 |

APPENDIX C

**LONDON CITY SCHOOLS
SUPPLEMENTAL CONTRACT GROUPING**

| ATHLETIC | CO/EXTRA CURRICULAR | EDUCATIONAL |
|--------------------------------------------------|-----------------------------------------------------|--------------------------------------------------|
| Group 1 (\$5200) = \$15,600 | Group 1 (\$5200) = \$5200 | Group 5 (\$1915) = \$1915 |
| Varsity Football Head Coach (1) | Instrumental Music Director (1) | Mentor Coordinator (1) |
| Boys Varsity Basketball Head Coach (1) | Group 2 (\$4000) = \$4000 | Group 7 (\$1250) = \$30,000 |
| Girls Varsity Basketball Head Coach (1) | Assistant LHS Band/LMS Director (1) | Resident Educator Mentors |
| Group 2 (\$4000) = \$28,000 | Group 4 (\$2555) = \$5110 | KG Teacher Leader (1) |
| Varsity Wrestling Head Coach (1) | Fall Play Advisor (1) | Grade 1 Teacher Leader (1) |
| Boys Reserve Basketball Coach (1) | LHS Musical Director (1) | Grade 2 Teacher Leader (1) |
| Girls Reserve Basketball Coach (1) | Group 5 (\$1915) = \$1915 | Grade 3 Teacher Leader (1) |
| Varsity Assistant Football Coach (4) | LHS Yearbook Advisor (1) | Grade 4 Teacher Leader (1) |
| Group 3 (\$3300) = \$26,400 | Group 6 (\$1600) = \$4800 | Grade 5 Teacher Leader (1) |
| Boys Varsity Soccer Head Coach (1) | LMS Vocal Music Director (1) | LES Special Education Teacher Leader (1) |
| Girls Varsity Soccer Head Coach (1) | LHS Vocal Music Director (1) | Related Arts Pre-K-5 Team Leader (1) |
| Varsity Baseball Head Coach (1) | Junior Class Advisor (1) | LMS English Teacher Leader (1) |
| Boys Varsity Track Head Coach (1) | Group 7 (\$1250) = \$1250 | LMS Math Teacher Leader (1) |
| Girls Varsity Track Head Coach (1) | Band Auxiliary Advisor (2) Color Guard/Winter Guard | LMS Science Teacher Leader (1) |
| Varsity Cross Country Head Coach (1) | Group 8 (\$1125) = \$7875 | LMS Social Studies Teacher Leader (1) |
| Varsity Softball Head Coach (1) | LHS National Honor Society Advisor (1) | LMS Special Education Teacher Leader (1) |
| Varsity Volleyball Head Coach (1) | LMS Student Council Advisor (1) | Related Arts 6-8 Team Leader (1) |
| Group 4 (\$2555) = \$81,760 | LHS Student Council Advisor (1) | LHS English Teacher Leader (1) |
| Varsity Assistant Wrestling Coach (1) | LMS Drama/Musical Director (1) | LHS Math Teacher Leader (1) |
| Boys Varsity Assistant Basketball Coach (1) | LMS Yearbook Advisor (1) | LHS Science Teacher Leader (1) |
| Girls Varsity Assistant Basketball Coach (1) | Quick Recall Advisor (1) | LHS Social Studies Teacher Leader (1) |
| Assistant Athletic Director (2) | Senior Class Advisor (1) | LHS Special Education Teacher Leader (1) |
| Boys Assistant Varsity Track Coach (1) | Group 9 (\$625) = \$7500 | LHS Guidance Department Chair (1) |
| Girls Assistant Varsity Track Coach (1) | LMS -IAT/RTI Facilitator 8th Grade (1) | Related Arts 9-12 Department Chair (1) |
| Fall V/R Cheerleading Advisor (1) | Computer Business Club Advisor (1) | Fine Arts 9-12 Department Chair (1) |
| Winter V/R Cheerleading Advisor (1) | FCCLA Advisor (1) | D.C. Trip Coordinator (1) |
| Varsity Golf Head Coach (2) | LMS BOLD Advisor (1) | Outdoor Educational Coordinator (1) |
| Boys Varsity Tennis Head Coach (1) | LHS BOLD Advisor (1) | Group 8 (\$1125) = \$6750 |
| Girls Varsity Tennis Head Coach (1) | Peer Listener Advisor (1) | LES RtI Math Coordinator (1) |
| Varsity Assistant Softball Coach (1) | Student Mediation Advisor (1) | LMS RtI Math Coordinator (1) |
| Varsity Assistant Baseball Coach (1) | Fine Arts Festival Coordinator (1) | LHS RtI Math Coordinator (1) |
| Freshman Volleyball Coach (1) | LMS National Honor Society Advisor (1) | LES RtI Reading Coordinator (1) |
| Boys Freshman Basketball Coach (1) | Homecoming Advisor (1) | LMS RtI Reading Coordinator (1) |
| Girls Freshman Basketball Coach (1) | Winter Instrumental Music Director (1) | LHS RtI Reading Coordinator (1) |
| Freshman Football Coach (2) | French Club Advisor (1) | NTDT Mentors (Alternative Licensed Educ Mentors) |
| Reserve Softball Coach (1) | Group 10 (\$500) = \$2,500 | |
| Reserve Baseball Coach (1) | Grade K-2 Vocal Music Concert Director (1) | |
| Reserve Volleyball Coach (1) | Grade 3-5 Vocal Music Concert Director (1) | |
| Reserve/Assistant Girls Varsity Soccer Coach (1) | Power of the Pen Coordinator (1) | |

| ATHLETIC | CO/EXTRA CURRICULAR | EDUCATIONAL |
|-------------------------------------------------|-----------------------------------------------------------|--------------------|
| Reserve/Assistant Boys Varsity Soccer Coach (1) | Freshman Class Advisor (1) | |
| 7th Grade Head Football Coach (1) | Sophomore Class Advisor (1) | |
| 8th Grade Head Football Coach (1) | Math Counts Coordinator (1) | |
| ATHLETIC Continued Group 4 (\$2555) | CO/EXTRA CURRICULAR Continued Group 10 (\$500) | |
| 7/8th Grade Wrestling Head Coach (1) | Robotics Advisor (1) | |
| 7th Grade Boys Basketball Coach (1) | Mock Trial Advisor (1) | |
| 7th Grade Girls Basketball Coach (1) | Group 11 (\$320) = \$1,280 | |
| 8th Grade Boys Basketball Coach (1) | LES Fine Arts Festival Coordinator (K-2) (1) | |
| 8th Grade Girls Basketball Coach (1) | LES Fine Arts Festival Coordinator (3-5) (1) | |
| Varsity Bowling Coach (1) | LMS Fine Arts Festival Coordinator (1) | |
| Group 5 (\$1915) = \$30,640 | LHS Fine Arts Festival Coordinator (1) | |
| Reserve Golf Coach (1) | | |
| Middle School Girls Softball Coach (2) | | |
| Middle School Girls Track Coach (2) | | |
| Middle School Boys Track Coach (2) | | |
| Middle School Boys Baseball Coach (2) | | |
| Middle School Assistant Football Coach (2) | | |
| Middle School Volleyball Coach (2) | | |
| 7/8th Grade Boys Soccer Coach (1) | | |
| 7/8th Grade Girls Soccer Coach (1) | | |
| 7/8th Grade Boys/Girls Cross Country Coach (1) | | |
| Group 6 (\$1600) = \$6,400 | | |
| 7/8th Grade Fall Cheerleading Advisor (1) | | |
| 7/8th Grade Winter Cheerleading Advisor (1) | | |
| Winter Freshman Cheerleading Advisor (1) | | |
| Fall Freshman Cheerleading Advisor (1) | | |
| Group 8 (\$1125) = \$1125 | | |
| Middle School Asst Wrestling Coach (1) | | |
| Group 9 (\$625) = \$1875 | | |
| Spring Strength Training Coordinator (1) | | |
| Summer Strength Training Coordinator (1) | | |
| Winter Strength Training Coordinator (1) | | |

LONDON CITY SCHOOL'S
FMLA/PREGNANCY/MATERNITY/PATERNITY/ADOPTION LEAVE
FORM

This form must be filled out along with FMLA paperwork for consideration for FMLA/pregnancy/maternity/paternity/adoption leave. Please fill out both forms and submit them to the Superintendent 30 days prior to your due date.

Fill out sections 1 and 2 of the FMLA form. It must be submitted to your doctor and then they will fax to the central office at (740) 845-3282. Since you don't know what will happen, ask your doctors to fill it out for 12 weeks in the event you need the entire time.

| | |
|-----------------------------------------------|-----------------------------|
| Your Name | |
| Your current teaching position | |
| Number of sick days you currently have | |
| Will you need a salary adjustment? (Art 14.4) | Yes No |
| Your due date | |
| Number of sick days requesting | |
| Number of unpaid days requesting | |
| Anticipated date of return | |
| Does the return date exceed 12 weeks? | Yes No |
| My 1 st choice of long term sub | |

I understand that my due date is a guess and should my child arrive on a different date, my FMLA/pregnancy/maternity/paternity/adoption leave starts at the birth of my child. I also understand that should I need to have a bed rest prior to the birth of my child, my FMLA/pregnancy/maternity/paternity/adoption leave starts then.

Also, should the district have days off during my leave, they will not use sick days for those days off. Your leave may be extended to so that you take the number of days off you requested, however, it cannot exceed 12 weeks.

I understand that I am required to meet with my sub prior to my leave to review my classroom routine, 2 weeks of detailed plans, and an outline with resources for the rest of my leave.

Please accept this form as my written request for FMLA/pregnancy/maternity/paternity/adoption leave.

Teacher's Signature

Date

Sick Bank Request Form

To: Sick leave bank committee

Member Name: _____

Date: _____

I hereby request permission to borrow _____ days from the sick leave bank according to the negotiated agreement. I understand I am permitted to request up to ten percent of the total days currently in the bank and I am not required to pay these days back.

Attached is a copy of my signed doctor's statement and Family Medical Leave Act form. Please review for consideration.



_____ Approved _____ Number of Days

_____ Not Approved

LEA Member Date Administrator Date

LEA Member Date Administrator Date

cc: Treasurer's Office

APPLICATION FOR SICK LEAVE BANK
London City Schools
380 Elm St.
London, OH 43140

Date: _____

Name: _____ Building: _____

Home Address: _____

Phone Number: _____

Number of sick days used this year: _____

Number of sick days used for current illness: _____

Employee's reason for request (be specific): _____

Estimate of additional days needed: _____

Name of attending physician: _____

Address of attending physician: _____

Phone number of attending physician: _____

PLEASE SUBMIT COMPLETED APPLICATION TO THE LEA PRESIDENT.

PHYSICIAN'S STATEMENT

_____ is unable to perform teaching duties and requires extended sick leave because (please be specific with diagnosis and description of complications):

_____ requires non-elective surgery which cannot be postponed until the end of the school year.

Nature of procedure: _____

This patient has been under my care for (length of time in months and years): _____

Physician's estimate of number of days for recovery: _____

Physician's Signature

I give my physician permission to release the above-requested medical information.

Employee's Signature

PLEASE SUBMIT THIS COMPLETED STATEMENT TO THE LEA PRESIDENT

Employee's Signature

GRIEVANCE FORM

STEP ONE: INFORMAL DISCUSSION

STEP TWO: TO BE COMPLETED BY GRIEVANT

Timeline: To be filled within 15 days of the event giving rise to the grievance

Association Grievance Individual Grievance

Name of Grievant: _____ Date Filed: _____

Building: _____ Assignment: _____

Date of Cause of Grievance: _____

State grievance stipulating Article and Section of the Agreement which was allegedly misinterpreted, misapplied or violated.

Suggested Remedy: _____

STEP 2: TO BE COMPLETED BY PRINCIPAL

Timeline: To be submitted within five (5) school days after Step 2 meetings.

Name of Principal: _____ Date Received: _____

Disposition of Grievance at Step 2: _____

Rationale for Disposition: _____

Signature of Principal: _____

Date of Discussion: _____

Date of Disposition: _____

STEP 3: TO BE COMPLETED BY GRIEVANT

Timeline: To be submitted within five (5) school days of receipt of Step 2 disposition or expiration of Principal's time period to respond.

I am not satisfied with the disposition of the grievance at Step 2. I wish to advance the grievance to Step 3.

Signature of Grievant: _____ Date Filed: _____

STEP 3: TO BE COMPLETED BY SUPERINTENDENT

Timeline: To be submitted within five (5) school days after Step 3 meeting.

Superintendent's Name: _____

Disposition of grievance at Step 3: _____

Rationale for disposition: _____

Date of Discussion: _____

Date of Disposition: _____

STEP 4: TO BE COMPLETED BY GRIEVANT

Timeline: To be submitted within five (5) school days of receipt of Step 3 disposition.

I am not satisfied with the disposition of the grievance at Step 3. I wish to advance the grievance to Step 4.

Signature of Grievant: _____ Date Filed: _____

STEP 4: TO BE COMPLETED BY TREASURER PURSUANT TO BOARD OF EDUCATION'S DISPOSITION

Timeline: To be reviewed within ten (10) school days from receipt of request.

Date of Review Board: _____

Disposition of Grievance by Board of Education:

Signature of Treasurer: _____

Date of Disposition: _____

STEP 5: TO BE COMPLETED BY GRIEVANT

Timeline: To be submitted within five (5) school days of receipt of Step 4 disposition.

I am not satisfied with the disposition of the grievance at Step 4. I request a hearing before an arbitrator. I understand the decision of the arbitrator is not binding and that the expenses of the arbitrator will be shared equally by the Association and the Board of Education.

Signature of Grievant: _____ Date Filed: _____

The Association concurs with the submission of this grievance to arbitration.

Signature of Association President: _____

APPENDIX G

Extension of April 14, 2020 MOU Regarding 2019-2020 Certificated Evaluations from expiration on June 30, 2020 to expiration on June 30, 2021. This will allow completion of 2020 - 2021 evaluations and delay evaluation by OTES 2.0 until 2021 -2022 school year.

LONDON CITY SCHOOL DISTRICT BOARD OF EDUCATION

LONDON EDUCATION ASSOCIATION MEMORANDUM OF UNDERSTANDING REGARDING 2019-2020 CERTIFICATED EVALUATIONS

This Memorandum of Understanding (“MOU”) is entered into by and between the London City School District Board of Education (the “Board”) and the London Education Association (the “Association”).

WHEREAS, the Board and Association are parties to a Negotiated Agreement in effect from July 1st, 2017 through June 30th, 2020; and,

WHEREAS, the Ohio Legislature passed HB 197 on March 25, 2020, that modified the requirements under Ohio Rev. Code 3319 for the evaluation of teachers and other employees; and,

WHEREAS, the parties have agreed that it is impossible or impracticable to complete evaluations for the 2019-2020 school year;

WHEREAS, the parties have entered into certain agreements with respect to the evaluation procedures for bargaining unit members that affect the parties CBA, and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current CBA as set forth hereinafter, and further intend that all remaining sections of the CBA, that are not inconsistent herewith, shall remain in full force and effect;

NOW, THEREFORE, BE IT RESOLVED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to this matter:

1. Any bargaining unit member who was missing an evaluation component required by the CBA or Ohio Rev. Code (e.g. observation/walkthrough/student growth measure) on March 14, 2020 shall be considered to have an incomplete evaluation for the 2019-2020 school year.
2. Any bargaining unit member with an incomplete evaluation during the 2019-2020 school year shall be subject to a complete evaluation cycle during the 2020-2021 school year, in compliance with the requirements of the CBA and Ohio Rev. Code. The Student Growth

Measure (SGM) for all OTES 1.0 teachers being evaluated in 2020-2021 shall be student learning objectives (SLO) or other locally determined and mutually agreed upon student assessment(s).

3. Any bargaining unit member who had an incomplete evaluation shall retain their previous evaluation rating until they have completed a full evaluation cycle, as defined by the CBA and Ohio Rev. Code.
4. No bargaining unit member may be nonrenewed or placed on an improvement plan due to an incomplete evaluation for the 2019-2020 school year.
5. Bargaining unit members, who were placed on an improvement plan for the 2018-2019 school year but received an incomplete evaluation, will continue on the improvement plan for the 2020-2021 school year.
6. Any bargaining unit member whose evaluation cycle contained all the components required by the CBA and Ohio Rev. Code, as it existed on March 14, 2020 will be considered to have had a completed evaluation.
7. The Board and Association agree to extend the implementation of OTES 2.0 until the 2021-2022 school year. The terms and conditions of employment and/or the modification or deletion of current CBA provisions impacted by the implementation of OTES 2.0 shall remain a subject of negotiation between the Board and Association.
8. The Board retains its right to make employment decisions using the summative evaluation rating, pursuant to the terms of the CBA and Ohio Rev. Code, and shall do so no later than June 1, 2020.

The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.

This MOU shall automatically expire at such time as all bargaining unit members who had an incomplete evaluation under the terms of this agreement have received a summative evaluation rating pursuant to the provisions of the CBA and Ohio Rev. Code.

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