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NEGOTIATED AGREEMENT

between the

LINCOLNVIEW LOCAL BOARD OF EDUCATION

and the

LINCOLNVIEW LOCAL EDUCATION ASSOCIATION

JULY 1, 2025 - JUNE 30, 2028

LINCOLNVIEW NEGOTIATED AGREEMENT
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ARTICLE I. ASSOCIATION RECOGNITION

A. Association Recognition

The Lincolnview Local Board of Education (hereinafter referred to as the Board) recognizes the Lincolnview Local Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for purposes of such rights as defined in Chapter 4117 of the Ohio Revised Code and herein for all members of the bargaining unit as set forth in Section "B" herein.

Exclusive recognition means that the Board will not deal with any other organization or individual in a manner or for a purpose inconsistent with the terms of this Agreement.

B. Bargaining Unit

The bargaining unit covered by this contract is defined as all certificated personnel (which may be referred to in other negotiated provisions contained herein as professional staff member, employee, bargaining unit member, staff member) employed by the Board whether on leave, on per diem basis, or otherwise employed, or to be employed, including by way of illustration, classroom teachers, tutors, guidance counselors, librarians, school nurses, department heads, and substitutes continuously assigned to one specific position for more than sixty (60) days in a school year. Such substitutes in the unit shall only be entitled to the regular salary, insurance benefits, and sick leave benefits after 60 continuous days of service in the same assignment. Any such long-term substitute will be automatically non-renewed at the end of the school year without further action by or notice from the Board, although the substitute's service may be ended earlier in the school year if the superintendent determines he/she is no longer needed.

Specifically excluded from the bargaining unit are the superintendent of schools, assistant superintendent, principals, assistant principals, athletic director(s), business manager, management level employees, confidential employees, supervisory employees, and casual substitutes.

ARTICLE II. NEGOTIATIONS PROCEDURES

A. Commitment to Bargain/Scope of Negotiations

The Board shall enter into negotiations with the Association for the purpose of arriving at a signed agreement covering wages, hours, fringe benefits, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of the bargained agreement.

Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the Board provide reasons for their proposals and counterproposals and be willing to react to each other's proposals with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. "Good Faith" does not mean that either negotiations team is given authority to make a final commitment for the Board or Association. "Good Faith" does not mean that either party is compelled to agree to each and every proposal nor does it require the making of a concession on each and every item.

B. **Access to Information**

Upon request by the Association, the Board shall supply, within ten (10) school days, all public information, financial or otherwise, relative to the operation of the School District.

Upon request by the Association, the Board and Superintendent agree to furnish in a reasonable period of time such other routinely prepared public information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the staff members, the students, and the educational program. The Association agrees to furnish the Board's negotiating team with all routinely prepared and/or available information at the Association's disposal in support of its proposals. However, personal notes and/or rationale developed to support proposals shall not be construed as information available for exchange except as may be divulged as part of a proposal or as otherwise may be released by the respective parties.

The charge to the Association for information provided by the Board shall not exceed the actual copying machine cost per page. The charge to the Board for information provided by the Association shall not exceed the actual copying machine cost per page.

All requests for such information as referred to in this section must be in writing, dated, and must list the specific information requested.

C. **Negotiating Period**

Except where the parties mutually agree to negotiate amendments to this agreement, negotiations shall occur only once each year. Annual negotiations may be initiated any time after February 1 and no later than April 1. The length of the negotiating period shall be a maximum of forty-five (45) work days commencing with the initial session, unless extended by mutual agreement. 'Work Days" shall mean normal workdays when school is in session, and students in attendance or during the summer or other extended non-teacher work periods shall be taken to mean any day except Saturday, Sunday, or a federally recognized holiday.

D. **Directed Requests**

Requests to open negotiations shall be in writing and shall be delivered by certified mail or personal service to the receiving party. Board requests shall be directed to the president of the Association. Association requests shall be directed to the Superintendent.

1. The written request for professional negotiations shall include:

    a. Date of writing.
    b. Statement of purpose of meeting.
    c. Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

2. A written reply shall be sent by the receiving party within ten (10) calendar days to the official representative of the requesting party. This communique shall include:

    a. Date of writing.
    b. Recognition of request for a professional negotiations meeting.
    c. Time, place, and date of mutually agreeable initial negotiating session.

If service is personal, the recipient shall initial and date the document received.

Within twenty-five (25) calendar days following receipt of a request by either party but no later than sixty (60) calendar days prior to the expiration date of the current agreement, the initial negotiations session shall be held.

E. Composition of Negotiating Teams

The Board and the Association shall, without restriction, select those individuals who shall comprise each of the respective negotiating teams, the total of each team not to exceed four (4).

F. Initial Negotiating Session/Subsequent Negotiating Session

The first item of business at each and every negotiating session shall be the establishment of a mutually agreeable time, date, and place of the next session between said teams.

The second item of business at the first negotiating session shall be the exchange of initial proposals. However, the receipt of any proposal(s) by a party from the other party shall not be construed to mean that the issue represented by the proposal(s) is accepted negotiating period unless mutually agreed to by the Association and the Board bargaining teams.
All negotiations shall be conducted in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision. as negotiable by the receiving party.

Once initial proposals have been exchanged, no new items may be added during the

G. Caucus

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus for a period of time not to exceed thirty (30) minutes unless extended by mutual agreement.

H. Time Limit

Negotiations sessions shall be no longer than three (3) hours unless extended by mutual agreement. Caucus time shall be considered to be a part of the three (3) hour limitation.

I. Interim Reports

During the period of discussion on any items under negotiation, interim reports of progress, either verbal or written, may be made to the Association by the Association's representatives or to the Board by its representatives. No news media release shall be issued by either party during negotiations unless by mutual agreement. This restriction on news releases shall not apply under Subsection L (Disagreement).

J. Agreement

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team.

2. If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association and the Board for consideration within fourteen (14) calendar days. The parties must act to accept or reject the tentative agreement within fourteen (14) calendar days from the date that it is submitted to the parties for their consideration. Failure by either party to act upon the tentative agreement shall be construed as acceptance of the proposed agreement by that party

K. Final Agreement

Upon approval by both the Association and the Board, three (3) copies of the total agreement shall be signed by the president of the Board, the Superintendent, the president of the Association, and the Association's negotiations chairperson. Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties, and the third copy shall be sent to SERB.

L. Disagreement

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach an agreement, to utilize in good faith such impasse facilities as are herein provided.

If agreement is not reached on matters being negotiated by June 1, either party may declare an impasse and request that an impartial mediator be appointed by the Federal Mediation and Conciliation Service (FMCS), SERB, or another mutually selected agency.

The cost of securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS, SERB, or other mutually selected agency. In the event the members of the negotiation committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE III. ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

A. Use of School Buildings and Equipment

The Association will have the right to use school buildings without cost at reasonable times for meetings to conduct the business of the Association. When the Association intends to conduct a meeting, the Association will request permission from the building principal to assure that the time and place of the intended meeting will not interfere with any previously scheduled activity. Such requests for use of the building must be made in writing at least two (2) calendar days prior to the date of the meeting. However, the building principal involved may waive the two (2) calendar day requirement.

The Association building representative will have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use or needed as determined by the building principal. Supplies in connection with such equipment used will be furnished by or paid for by the Association.

B. Dissemination of Information

The Association president or designated building representative shall have the right to:

1. Place an organization identification on the mailboxes of all teachers who are members of the Association and to place notices, circulars, and other material in any teachers' mailboxes.

2. Use, in each building, a reasonable amount of space on existing bulletin boards located in faculty lounges.

3. Use the school public address system for Association announcements in accordance with administrative procedures for other similar types of announcements.

4. Make brief announcements at faculty meetings in accordance with administrative procedures for other similar types of announcements.

C. Payroll Deduction

The following payroll deductions will be provided at no cost to the professional staff member:

1. The Board of Education will provide payroll deduction of the United Teaching Professional dues.

   An Association representative shall deliver to the Treasurer of the Board authorization forms requesting deduction of membership dues and assessments of the recognized Association and its affiliates. Authorization forms must be delivered at least eight (8) calendar days prior to the first payroll in October. Similarly, for those teachers enrolled on the continuing payroll deduction plan, the Association shall deliver a list of deductions for dues and assessments to the Board Treasurer at least eight (8) calendar days prior to the first payroll in October. Such authorization shall continue in effect until such time as the teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

   Such deductions shall be made in equal amounts, beginning for all individuals so authorizing with the first paycheck in October and continuing for the next nineteen (19) pay periods.

   All money so deducted shall be remitted to the Treasurer of the Association within ten (10) calendar days of request, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher

2. NWOEA Credit Union.

3. Income Protection Insurance (from companies currently authorized by the Board).

4. Tax Sheltered Annuities (from companies currently authorized by the Board).

5. Political Contributions (as currently required by law).

D. Personnel Directory

The administration will provide all professional staff members with a directory listing the names, addresses, and listed phone numbers on record of all employees of the Board.

E. School Board Meeting Notice, Agenda & Minutes

1. Meeting Notice and Agenda. The president of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board.

   Such agendas will be forwarded to the Association president via email including the attachments to the agenda available to the public, if not already posted.

2. Association Participation. Two representatives of the Association shall be accorded the same seating privilege as the press at regularly scheduled or special meetings of the Board. The Association may also arrange to be placed on the agenda by submitting a written request to the superintendent seven (7) calendar days in advance of the Board meeting. Such request must indicate the item(s) to be discussed. The Association representative will be given an opportunity to address the Board concerning items which the Association has requested to be placed on the agenda prior to the Board's opening discussion with other representatives of the public.

3. Minutes and Other Public Documents. The president of the Association will be supplied with copies of the minutes of all regular Board meetings and the monthly financial statements of the receipts and expenditures of the School District upon written request at a cost not to exceed the actual cost of reproducing such documents.

F. New Staff

1. Upon written request, names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.

2. Upon consultation with the Superintendent, the Association may participate in the initial orientation and planning meeting, if any, for new professional staff members.

G. Rights of Access to Members During School Hours

The President of the Association and/or a designee and/or the UniServ consultant for the Association shall have the right to visit schools. Prior to the president's or consultant's arrival at any school, the president and/or the consultant shall request permission from the principal or, in his absence, the acting building administrator to make the visit. Such permission will not be denied but may be delayed only if the visit, at the time desired, will interfere with the normal teaching duties of the professional staff member to be contacted. Failure on the part of such Association representatives to make reasonable attempts to comply with this section may result in permission for visits being denied.

H. **Association Leave**

The Board shall authorize up to a maximum of three (3) total days of absence per school year without loss of pay for Association leave. Such leave shall be limited to a total of three (3) days for all eligible Association representatives and shall not be construed to mean three (3) days of leave for each such representative. Professional staff members eligible to use such leave must have been elected to represent the Association or chosen to serve on programs or in an official representative capacity at Association meetings, conferences, or conventions. Such leave may not be used to attend meetings, conferences, or conventions of any other teacher organizations. Such request(s) for use of this leave must be submitted by the president of the Association to the Superintendent or his/her designee at least seven (7) calendar days in advance. However, the Superintendent may waive the seven (7) calendar day requirement.

I. **Rights Under the Law**

Nothing contained herein will be construed to restrict or deny any professional staff member his/her rights as provided by law.

J. **No Reprisal Clause**

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participation in any of its activities.

K. **Labor Management Committee**

1. This committee shall consist of three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the Association.

2. The committee shall meet up to four (4) times per year on a quarterly basis and on other mutually agreed occasions at a mutually convenient time. The committee will discuss matters of mutual concern, and it may make non-binding recommendations about school programs and operations.

ARTICLE IV. GRIEVANCE PROCEDURE

A. **Definitions:**

A "Grievance" shall be defined as a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

The term, "grievant" or "aggrieved" shall be taken to mean any member of the bargaining unit, or the Association itself, acting on behalf of itself or for any member or group of members of the bargaining unit over alleged violations, misinterpretations, or misapplications of any provision(s) of this agreement.

The term "days" in the grievance procedure shall mean all weekdays, Monday through Friday, exclusive of calamity days, negotiated, school observed, or federally recognized holidays.

"Representation or representative" as provided for the grievant in this procedure shall be: any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal

counsel of the Association or its affiliates. The Board and/or administration may utilize any person (who is not a member of the bargaining unit) to act as their representative as provided herein.

B. General Provisions:

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties.

All requests, grievances, relief sought, and grievance dispositions as called for in the procedure will be in writing and shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If service is personal service, the individual receiving the grievance shall indicate the time and date of service and affix his/her signature thereto.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above. When any member of the bargaining unit brings a complaint of "grievance" as set forth above and is not represented by the Association, the Association shall have the right at its written request to have its representative present to state the views of the Association and offer testimony at all stages of the grievance procedure. In no case shall the administration bypass the Association representative, once selected by the grievant, and communicate directly with the grievant.

Except when there is a mutual agreement otherwise, the president of the Association or his/her designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held to resolve a grievance formally filed.

Nothing contained herein shall be construed to limit the right of an individual to discuss a personal complaint with a supervisory person with recourse to the grievance procedure except that the Association will be permitted to be present at any meeting/conference where there is a grievance adjustment.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If in the judgment of the Association, a grievance affects a group of bargaining unit members, or the Association, and where, pursuant to the provisions herein, the Association may be a grievant or otherwise process such grievance, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step II. Class grievances involving more than one supervisor and/or grievances involving the administrator above the building level, may be filed by the Association at Step II, providing the immediate supervisor(s) has had the opportunity to resolve the matter. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: initial presentation of the grievant's case, presentation of the administrator's case, cross examination and/or questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.
Nothing in this contract shall bind the Association from exercising discretion in resolving to

pursue or not to pursue a grievance at any level. The Association may continue and submit to arbitration any grievance filed by an individual and later dropped provided the grievance involves the application or interpretation of this Agreement.

A grievance once withdrawn at any level shall be withdrawn with prejudice. The grievant must provide written notification to the appropriate administrator that the grievance is being withdrawn. The withdrawal notification will be considered official only when signed by the president of the Association.

The Board, the Administration, and the Association will cooperate in the investigation of any grievance and further, the parties will furnish each other such information as is necessary for the processing of any grievance. Should the Board, administration, appointed arbitrator, governmental agency, regulator body, or any court of law require that a bargaining unit member and/or an Association representative be released from his/her regular assignment for the investigation and/or processing of any grievance, he/she shall be released without loss of pay or benefits. Grievances shall be processed after the regular workday or at other times which will not interfere with assigned duties.

Failure on the part of the Administration or the Board at any step in this procedure to communicate decisions in writing as required herein shall cause the grievance to be advanced to the next step as if such grievance had otherwise been timely and properly appealed by the grievant and/or the Association. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed as a waiver of the right to further appeal the grievance under these procedures.

STEP I. Within twenty-five (25) days after the grievant could reasonably be expected to know about the occurrence of the event or condition giving rise to the grievance, the grievant may submit a completed and signed STEP I grievance form to the building principal. In all levels of the proceedings, official Grievance Report forms and hearing/disposition responses shall be made in triplicate: one (1) copy for the aggrieved; one (1) copy for the Administration; and one (1) copy for the Association. Within five (5) days of the filing, a hearing shall be arranged between the aggrieved, his/her Association representative, if any, and the building principal and his/her representative in an effort to resolve the grievance. The building principal shall forward a copy of his/her written disposition of the grievance to the grievant and the Association within five (5) days after the conclusion of the hearing.

STEP II. If the grievant or the Association is not satisfied with the disposition of the grievance at STEP I, the grievant, and/or the Association representative may initiate Step II by completing a written Grievance Form STEP II and submitting it to the Superintendent within five (5) days of the receipt of the written grievance disposition in STEP I. Within five (5) days of the receipt of the Grievance Form, the Superintendent and/or his/her designee (who must be someone other than the aggrieved's building principal) shall hold a hearing with the grievant and his/her Association representative, if any, to attempt to resolve the grievance. Within five (5) days of the conclusion of the hearing, the Superintendent shall forward a copy of his written disposition of the grievance to the grievant, the Association, and administrator(s) involved.

STEP III. If the grievant or Association is not satisfied with the Superintendent's disposition at STEP II, the Association may complete a Grievance Form and submit it to the Superintendent within seven (7) workdays of the STEP II decision to request grievance mediation. If both parties agree to mediation, a mutually agreed mediator/mediation service will be contacted to conduct mediation. Unless both parties agree to mediation, STEP III shall be omitted and the parties may proceed to STEP IV.

Any mediation will be scheduled at the earliest dates that the mediator, the parties, and their representatives are reasonably available. Mediation shall be confidential. No record will be made and all discussions and proposals at mediation shall be regarded as confidential settlement proceedings.

If the parties resolve the grievance through mediation, they shall reduce the settlement terms to writing. Unless the Board and the Association agree otherwise, any resolution shall be on a non-precedent setting basis. The costs of the grievance mediation, if any, shall be shared equally by the Association and the Board.

STEP IV. If the aggrieved person is not satisfied with the disposition of his/her grievance at STEP II and/or III, as applicable, he/she may, within five (5) days, request in writing that the Association submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.

The Association shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise the Superintendent in writing of its desire to proceed to arbitration.

Within five (5) days after receipt by the Superintendent of the request for arbitration, representatives of the Board and the Association shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, the Association, and the grievant(s).

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. The arbitrator shall not interfere with the management rights which are properly exercised in accordance with Article VIII. The fees and expenses for the services of the arbitrator and the hearing room shall be shared equally by the Board and the Association.

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure, such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure, except for overriding rights for which the law provides or requires a different remedy, such as but not limited to civil rights.

Grievance Forms - See Appendix A

ARTICLE V. EMPLOYMENT PRACTICES

A. Vacancy Posting

1. A vacancy shall be defined as a newly created position or a present position that is not filled. Within five (5) working days of Board action, all vacancies will be sent to bargaining unit members via email regardless of job type and will be posted in each building office near staff mailboxes for a period of seven (7) calendar days. Said posting will contain the following information.

    a. Type of work/position(s) available
    b. Location of work
    c. Starting date
    d. Hours to be worked (if different from the regular teacher hours)
    e. Preferred qualification and required certification (if not apparent from the type of position
    f. Deadline for application
    g. Any additional pertinent information

2. Vacancies shall be posted internally and externally for concurrent periods. Interested bargaining unit members shall apply in writing to the Superintendent, or designee, within the seven (7) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member no later than the next payroll. The posting period may be reduced to five (5) calendar days for vacancies occurring after July 10.

3. Seniority will be a factor in filling vacancies, but someone may be selected to fill a vacancy regardless of seniority based on educational reasons determined in good faith by the Superintendent.

4. Within seven (7) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill the posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

5. The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall extend until selection procedures are completed but not beyond the current school year and not to exceed sixty (60) teacher workdays, whichever is shorter.

6. Summer school vacancies: As vacancies occur, the Superintendent shall prepare a list of all summer positions, if any, by May 1 of the current school year. A copy of this list shall be sent to each school and posted as set forth above. The list shall include the following information:

    a. Position(s) available.
    b. Requirements for the job.
    c. Deadline for application.
    d. Effective starting date.
    e. Any additional pertinent information.

If the Superintendent concludes that all other factors are equal, preference will be shown to those who wish to continue in summer school employment positions held the previous year.

Otherwise, summer school vacancies shall be filled on the basis of factors which shall include seniority, experience, and qualifications. Applicants and/or former summer school instructors shall be notified by May 15 that:

a. They have been hired.
b. They have not been hired.

B. Evaluation Procedure

The Standards-Based Teacher Evaluation policy and any amendments to the policy adopted by the Board in conformance with O.R.C. 3319.111 is incorporated into this agreement by reference and as such shall be treated as if it has been completely written herein. Teachers not subject to this policy will be evaluated in a manner consistent with OTES.

The LLEA and the Lincolnview Board of Education agree to establish a standing joint Evaluation Development Committee for the purpose of consulting about the Standards Based Statewide teacher evaluation framework on policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of said factors. The Evaluation Development Committee shall be comprised of four (4) LLEA members appointed by the LLEA President and three (3) members appointed by the Lincolnview Board of Education or its designee. This language shall be completed and presented to the LLEA before the start of each school year. Then a ratifying vote will be taken within five (5) days and, if passed, the language can enter the contract as a MOU if adopted by the Lincolnview Board of Education. The evaluation process may be re-examined after one (1) year and possibly modified earlier if determined by such a need by the evaluation committee.

Any committee work required outside the contractual workday shall be paid at $13.00 per hour with a cap of twenty-five (25) hours for the entire year.

1. Teachers on One-Year Limited Contracts or in the Last Year of Multi-Year Limited Contracts

The evaluation procedure identified in O.R.C. 3319.111 and the nonrenewal procedure identified in O.RC. 3319.11 shall be the procedure used to evaluate and non-renew teachers on one-year limited contracts and in the last year of limited contracts. Teachers in the last year of their limited contract or completing a one-year limited contract may not grieve their evaluation or nonrenewal but may challenge the procedure of evaluation and/or decision of the Board to non-renew their contract to Common Pleas Court pursuant to R.C. 3319.11 (See Addendum)

2. Year Before Last Year of Expiration of Limited Contract

Any teacher in the next-to-last year of the limited contract shall be evaluated by May 1 of the school year. Any recommendations for improvement shall be specific and shall include recommended means of assistance which the teacher may use to make the improvements (for example, but not limited to, recommended books, workshops, or observation of others). The teacher may request another evaluation prior to the end of the school year to document noted improvements in the recommended areas.

3. **Other Evaluations**

Teachers may be evaluated any time during the school year except: The first five (5) student contact days, the day before or the day after a scheduled vacation (Fair break, Thanksgiving break, and Christmas break), and the last five (5) student contact days of the school year.

C. Personnel Records

Official personnel files of all staff members shall be maintained in the offices of the Superintendent and principal.

Upon reasonable advance request, individual staff members shall have access to all personnel files maintained in their name or with any information relevant to their conduct, performance, personality, or character. Any staff member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.

In addition to the individual staff employee, the Superintendent, administrative office personnel, and building principals directly related to supervision of that staff member shall be the only persons authorized to have access to such personnel files without a public records request. An employee will be notified when a person other than a Board administrator or supervisor requests to review or obtain a copy of the employee's personnel file.

All valuative materials or any material which may be considered critical or complimentary of the conduct, performance, character, or personality of the staff member and placed in the personnel file of the staff member shall include the following:

1. Date the item was placed in the file;

2. Initials of the administrator placing the entry;

3. Initials or signature of the affected staff member in whose file the material is being placed as well as the date of such signature.

A staff member shall be notified of the intent of the administration to place in his/her file (including personnel files maintained by any building principal or at any location outside of the Superintendent's office) any material which may be considered critical or complimentary of the conduct, performance, character, or personality of the staff member. Prior to placing an evaluation, complimentary or derogatory material in a staff member's file, said staff member shall be provided the opportunity to read and initial the material. The staff member shall acknowledge that he/she has read the material by affixing his/her signature and date of signing to the copy to be filed. Upon refusal of the affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material to be filed. The initials or signature of a staff member shall not constitute agreement with the contents of the file material but indicate only that the material has been inspected by the staff member.

The staff member will be provided, without cost, a true copy of any material placed in his/her file when such material is placed in his/her file, including any personnel files maintained by the building principal or at any location outside the Superintendent's office and shall have the right to

obtain a photocopy of any item in his/her file upon payment of the cost of photocopying such material.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information. If any materials or information contained in the personnel information system are determined by the Superintendent to be inaccurate, irrelevant, untimely, or incomplete pursuant to O.R.C. 1347, they shall be removed from the system.

Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated, and attached to the material in question by the receiving administrator.

Staff members shall be informed of any complaint by a parent and/or student which is directed toward them if such will become a matter of record. The provisions applicable to personnel records shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the Superintendent.

Staff members may submit letters of merit which shall be placed in their file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a staff member pursuant to O.R.C. 1347

D. Reduction in Force

Reasons and Procedures:

When the Board determines it necessary to reduce the number of bargaining unit positions, these procedures shall apply:

A RIF may occur for the following reasons:

1. Decrease in overall pupil enrollment and/or decrease in enrollment in grade level or program area;

2. Suspension of schools or territorial changes affecting the District;

3. Financial reasons;

4. Changes in or elimination of a program area(s) or consolidating areas within the curriculum.

The following procedures shall apply:

1. Reductions shall first be covered by attrition resulting from resignations, retirement, or approved leaves. For further reductions in force, if necessary, the Board may suspend

contracts through a reduction in force pursuant to the procedures in O.R.C. 3319.17. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Comparable evaluations shall be determined at the time of the layoff, taking into account an average summative rating of a teacher's most recent three (3) evaluations in the District, when available. Final summative ratings of "Skilled" and "Accomplished" shall be deemed to be comparable to each other.

2. Contract suspension(s) for the current school year will be made no later than August 1 except in the event of a catastrophic accident or financial reduction.

3. Preceding the date of implementation, the Association president shall be notified of the Board's decision to reduce in force.

4. A meeting(s) shall be held between the representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF. Said meeting(s) shall be held within five (5) days of the Association's request for such meeting(s).

5. A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of teacher(s) who will be returning from approved leaves of absence will be separately indicated as part of the aforementioned formalized list. The number of teachers who will be returning, within an area of certification, will be indicated. The Association president shall receive two (2) copies of said list within five (5) days of completion of the list.

Definitions

1. Seniority: is continuous service (unbroken employment) as a bargaining unit member with the Board beginning with the date of the Board meeting when hired and then by when the initial employment contract was signed. Any remaining ties will be broken by lot in the presence of a designated Association representative.

2. Areas of Certification: shall be defined as the teaching and/or any subject areas said bargaining unit member is certified to teach.

3. Board approved leaves of absence do not interrupt seniority, but time spent on such leaves shall not count towards seniority.

4. Seniority of teachers, who resign and are subsequently re-employed, shall begin on the date of re-employment.

Reduction

Staff reductions based upon the Superintendent's recommendation pursuant to this policy shall be made as follows:

1. All bargaining unit members shall be placed on a seniority list for each teaching field for which they are properly certificated by March 1 of any school year.

2. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority.

3. Bargaining unit members serving limited contracts will be placed on the list under continuous contract teachers, also in descending order of seniority.

4. Recommended reductions in a teaching field will be made by selecting the staff member with the lowest evaluations first in a specific teaching area, however if this is not the case and multiple employees have comparable evaluations, then preference will be placed on seniority.

5. A bargaining unit member so affected may elect to displace a fellow staff member, who holds a lower position on a seniority list in another area of certification provided the affected staff member holds valid certification and who has comparable evaluations of that staff member.

Recall

The names of bargaining staff members, whose contracts are suspended in a reduction of force, will be placed on a recall list. Bargaining unit members on the recall list will have the following rights:

1. Bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated. Any teacher whose most recent final evaluation rating was "Ineffective" on two (2) of the last three (3) evaluations shall not have recall nights. Unit members with a limited contract or a continuing contract that were suspended because of RIF shall be retained on the recall list for twenty-four (24) months, which shall be from September 1 to September 1.

   No new certificated employees in the specified certificated area may be employed while qualified bargaining unit members are on layoff status.

2. If a vacancy occurs, the Board will send a certified announcement to the last known address of all instructional staff members on the recall list, who are qualified according to these provisions.

3. It is the bargaining unit member's responsibility to keep the Board Informed of his/her current address.

4. All bargaining unit members are required to respond in writing to the Superintendent within ten (10) workdays.

5. 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, and salary level enjoyed at the time of layoff.

6. The Board and Association agree that these procedures apply only to the suspension of contracts under O.R.C. 3319.17.

7. The Superintendent shall make available annually to the Association president on or before March 1, the current seniority list of all teachers.

   Each employee shall have a period of fourteen (14) calendar days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies

which affect his/her seniority. The Superintendent or designee and Association president shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after fourteen (14) calendar days of the posting of the seniority list, and the list shall be considered as final until the next posting.

Bargaining unit members, who experience reduction in force, may be given consideration as substitute teachers, upon their request.

Reduced staff members may choose to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. Such employees will be informed of the premium due date, and such premium payment must be received by the Treasurer at least one (1) week prior to the insurance company billing date.

An employee may be removed from the recall list if he/she:

1. Waives his/her recall rights in writing,

2. Resigns,

3. Fails to accept recall for a position for which he/she is certified within ten (10) days of notification,

4. Fails to report to work within fifteen (15) working days after receipt of the notice of recall, unless sick or injured.

E. Voluntary and Involuntary Transfers

1. Voluntary Transfer

A voluntary transfer shall be defined as any transfer initiated by written request of the affected staff member for a position for which the staff member is certified. The request shall be retained by the Superintendent for consideration under the vacancies posting provisions until an appropriate vacancy occurs and the requested transfer is effectuated, or the request expires, whichever comes first.

A staff member may, at any time, request a transfer by submitting such a request on a form provided by the Superintendent. All such requests shall expire September 30 of each year.

2. Involuntary Transfer

Any transfer that has not been requested or initiated as set forth in the voluntary transfer provision above, shall be defined as an involuntary transfer.

Seniority will be a factor in making involuntary transfers, but someone may be transferred regardless of seniority based on educational reasons determined in good faith by the Superintendent.

When such involuntary transfer is being contemplated, a conference shall be held

between the affected staff member and the Superintendent or designee explaining the reason(s) a transfer of the individual is being considered.

Any staff member subject to an involuntary transfer after July 10 shall be permitted to resign without prejudice. Neither the Superintendent nor the Board shall request a suspension or removal of the staff member's teaching certificate should that person choose to resign. The administration shall give a recommendation of said staff member which doesn't report the resignation in a derogatory manner.

F. Instructional Methods

The staff member, as a recognized professional, shall have the right and responsibility to choose those instructional methods, issues, and/or materials, within the approved curriculum guidelines, which are appropriate and effective with a given group of students. Before introducing any materials, methods, and/or issues of a known or potentially controversial nature, the staff member shall consult with the principal as to the advisability of the use of such materials, instructional methods, and/or issues. If the principal approves of the use and/or implementation, the affected teacher will develop plans to minimize any possible negative reactions to the introduction and use of said controversial materials, methods, and/or issues. The principal will assist and support the teacher in fielding relevant questions and/or concerns from parents and/or any other individuals.

If the principal does not approve of the use and/or implementation of such methods/materials, and if the affected staff member disagrees with the principal's decision as to the use or introduction of any controversial or potentially controversial materials, methods, and/or issues, the matter may be submitted to the grievance procedure beginning at STEP II.

The building principal and/or Superintendent, as professionals and having the Board mandated responsibility to report the status of staff members under their jurisdiction relative to achievement, performance, and fitness for the position held, may consider the choice of instructional methods, materials, and/or issues on an appropriate area for criticism in an evaluation; however, the administrator must have a reasonable basis for such criticism. The fact that an administrator and a staff member disagree concerning a specific controversial matter and/or the fact that a staff member submitted the matter to the grievance procedure shall not be a factor in the administrator's refusal to recommend a staff member for rehiring, for professional certification, or for continuing contract status; however, continuing or constant disagreement between an administration and a staff member is an area of concern as it may hinder the education process.

ARTICLE VI. LEAVES OF ABSENCE

A. Sick Leave and Donation

Each full-time professional staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to a maximum of one hundred-ninety (190) days, except for purposes of severance pay, sick leave shall be cumulative without limit.

Each newly hired certified staff member of the Board who has no accumulated sick leave, or any certified staff member who has exhausted their sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Each professional staff member under

regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.

Except for substitute teachers employed for less than sixty (60) days in the same assignment, those certified staff who render part-time, seasonal, intermittent, per diem, or hourly service, will be entitled to sick leave in proportion to the time actually worked.

Any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.

A professional staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit up to one hundred-ninety (190) days for sick leave accumulated while in the prior employ of the Board and/or while in the employ of other agencies of the State of Ohio.

Any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit up to one hundred-ninety (190) days for the sick leave accumulated in this previous employment.

Professional staff members absent for purposes of sick leave when school is canceled and when staff are relieved of their duties for that day, will not be charged with sick leave.

Professional staff members should notify their immediate superior of any absences in accordance with written administrative policies.

Sick leave shall be granted for absence due to personal illness; disability or illness due to or related to pregnancy, childbearing, giving birth or any effects thereof; injury; exposure to contagious disease which could be communicated to others; and for absence due to illness, injury, or death in the employee's immediate family.

1. Injury and/or illness in the Immediate Family: For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother, and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship or any other family member with the approval of the Superintendent.

2. Death in Family: In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, aunt, uncle, niece, nephew, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship or any other family member with the approval of the Superintendent.

    a. In the case of death of a member of the employee's immediate family up to three (3) days of sick leave will be granted for making necessary arrangements, travel to and from, and attendance at the funeral. The Superintendent may extend the number of sick days upon satisfactory evidence of justifying circumstances.

Each professional staff member will furnish a written signed statement on forms provided by the Board of Education to justify the use of sick leave. If medical attention is required, the employee shall list, on the same form, the name and address of the attending physician and the date when the doctor was consulted. Falsification of a sick leave statement is grounds for suspension or termination of employment under section 3319.16 of the Revised Code.

Sick Day Donation

The purpose of sick day donation is to provide paid days to teachers who have exhausted their accumulated and advanced sick days and personal days and who are experiencing prolonged serious or catastrophic personal or family illness or injury. For purposes of this provision, family members include only a teacher's spouse, dependent children, or parents.

An employee with an accrued balance of at least sixty-five (65) sick leave days may donate a total of five (5) days of his/her sick days per year to another employee in the bargaining unit. No fractional days may be donated. No sick days donated under this provision shall be used to allow an employee to receive or increase severance pay or disability retirement. An employee may donate a maximum of ten (10) sick days per school year, provided donors retain an accrued balance of at least sixty (60) days. An employee may receive twenty (20) days per school year. The Board shall have no obligation other than crediting and deducting sick days donated by employees, and the Association shall indemnify and hold the Board harmless for any and all claims related to this provision, which cannot be grieved.

B. Personal Leave

Each bargaining unit member will be granted a maximum of three (3) days of personal leave each school year without loss of pay. Written notice of personal leave must be filed with the Superintendent at least one week in advance of the day requested, except in the event of an emergency.

Personal leave will not be authorized for a day immediately preceding or following a holiday except in those instances that are determined to be an emergency as approved/disapproved by the Superintendent without the establishment of precedence/past practice and without the right to grieve. For the period on or after May 1 through the end of the school year teacher workday, each bargaining unit member will be limited/restricted to the usage of no more than one (1) personal day. The Superintendent may grant exceptions for extenuating circumstances, again without the establishment of precedence/past practice and without the right to grieve. Each bargaining unit member will receive a response to their request following their submission of such request.

C. Maternity Leave

An employee can use sick leave for maternity reasons or purposes of adoption. Said employee shall notify the Board of Education no later than the twentieth (20) day of absence for maternity of the intention to continue usage of accumulated sick leave days or to request that a leave of absence be granted.

When leave is granted for one (1) year, the teacher must notify the Superintendent by April 1 of the intention to resume their duties the following school year.

D. Court Leave

A bargaining unit member shall be granted, upon written request, paid court leave for the purpose of: (1) jury duty; (2) to appear as a party in a school-related civil lawsuit or civil administrative proceeding; or (3) to appear as a subpoenaed witness. Court leave may not include conflicts between employer and employee or the employer and the Association except in case of arbitration hearings. Any bargaining unit member called for jury duty or a court appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. The staff member shall turn over to the Treasurer the jury duty check, or witness fee check, if applicable, from the court. He/she will receive regular pay for the time spent on such leave.

E. Professional Leave

1. Faculty members may be granted professional leave to engage/participate in any of the following:

    a. Attendance of professional conferences;

    b. Visitation of other school districts;

    c. Participation in a professional seminar;

    d. Participation in an education leadership role;

    e. Attendance at meetings or functions at the request of the Board or Administration.

    f. Or, upon approval of the Board of Education, for any other activity that will promote professional growth of the requesting staff member or the school system.

Professional leave may not be used on a school day, before or after a holiday or vacation break (except for scheduled conferences and seminars).

OEA/NEA affiliate meetings or conferences shall not qualify for any of the above listed purposes except where CEUs or college credits may be earned, and such leave is approved under subsection (f) above.

The Superintendent may disapprove professional leave if the number of faculty in a building desiring to use professional and personal leave on the same day exceeds twenty percent (20%) of the staff assigned to the building (rounding up to the nearest person).

Requests for professional leave shall be submitted in writing on forms available in the offices of the principal and Superintendent. Such requests will be submitted to the Superintendent at least fourteen (14) calendar days prior to the requested leave. Professional leave forms must be filled out in detail and be complete. Incomplete forms will be promptly returned to the staff member requesting the leave and will not be considered until they are completed and returned.

Staff who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Expenditures for professional leave used under this Article shall be limited to a total of $8,000 in registration and reimbursement expenses per school year, with no more than one-third of that amount allocated for athletic conferences and clinics.

2. Staff initiated Professional Leave.

No more than two (2) days of professional leave will be authorized under the provisions of this leave of absence at the staff member's initiative, but the Board may approve additional days upon request.

For all approved professional leaves, the Board of Education will pay registration fees, the actual and necessary cost of meals, and the lesser of mileage for all actual and necessary mileage and/or the cost of any other form of transportation as set forth below:

As supported by receipts, approved reimbursement (exclusive of substitute salaries) will be paid for the necessary and reasonable expenses of:

a. Lodging up to $200.00 per day.

b. Transportation equivalent to the use of a privately owned automobile on a cents per mile basis at a rate adopted by the Board annually for all employees, to a maximum of 500 miles round trip. If more than one staff member attends the same conference or event, the Board will reimburse for only one vehicle.

c. In addition to any meals that are part of conference registration, members on overnight trips shall receive up to $25.00 per day for meal reimbursement.

d. Payment of registration fees not to exceed $300.00 per conference or approved meeting. Where lodging is a part of such registration fee, the amount of the reimbursement shall include reimbursement for lodging at the rates listed above in addition to the $ 300.00 limit provided above.

Where registration fees exceed $75, the Board will provide for pre-conference payment of same. Any staff member having requested professional leave and who fails to attend the requested conference or any other activity as provided herein where the Board has pre-paid any fees, shall not be required to reimburse the Board where the reason(s) for such absence were beyond the control of the affected staff member.

Payment for the above-listed expenses that were not pre-paid by the Board will be made following the submission of an oral or written summary of the conference or activity attended along with receipts for listed expenses.

Each staff member shall be eligible for reimbursement of listed expenses for staff initiated professional leave for up to two (2) professional conference(s)/year for a total of two (2) days of professional leave. Only one such professional leave of absence may be used by a head coach for attendance/participation in an athletic conference except where the affected staff member is the head coach of more than one sport. The provisions herein shall not be construed so as to waive, replace, or otherwise modify current athletic department policies providing for the payment/reimbursement of assistant coaches for attendance at any athletic conference.

Should staff requesting professional leave be disapproved solely for cost reasons, the faculty member requesting said leave may take the leave without loss of pay or benefits but must bear any costs of said leave excluding the cost of the substitute, if any. Such leave shall be limited to two (2) days. The days provided herein shall not be considered as additional days beyond the limits otherwise provided above.

3. Board initiated leave.

Where the administration or Board request staff to attend or engage in any activity for which professional leave is necessary, the full cost of all incurred expenses will be reimbursed by the Board as set forth below:
The following provisions shall be in effect for District-requested professional leave.

a. The days of professional leave resulting from Administration/Board request(s) shall not count against the two-day limit for staff requested professional leave.

b. As supported by receipts, approved reimbursement will be paid for the necessary and reasonable expenses of:

i. Use of privately owned automobile on a cents per mile basis at a rate adopted by the Board annually for all employees, or the least expensive common carrier whose schedule provides such transportation in a timely manner. If more than one staff member attends the same conference or event, only one vehicle will be reimbursed.

ii. In addition to any meals that are part of conference registration, members on overnight trips shall receive up to $25.00 per day for meal reimbursement.

iii. Necessary lodging.

iv. Any required registration fee.

4. Board-approved advisors and administratively appointed chaperones on school-sponsored overnight trips will have all fees and expenses reimbursed.

F. Deduct Leave

Each bargaining unit member will be entitled to a maximum of three (3) days of leave on a deduct basis upon approval of the Superintendent, which may not be grieved. Deduct days are not cumulative from one year to the next, and members must submit requests by email to the Superintendent.

G. Unpaid Leave of Absence

1. Bargaining unit members shall be granted a leave of absence without pay for illness or other disability, childrearing (including adoption purposes) and may be granted leave for educational, military, and/or to participate in other employment experience foreign or domestic that will increase the employee's competency and experience.

2. Such leave shall be for a maximum of one (1) school year. Upon written request, the Board shall grant an extension for up to one (1) additional school year for cases of illness

or other disability and may grant such extensions in other cases.

3. Upon return from a leave of absence, a bargaining unit member will be returned to a position for which the bargaining unit member is certified.

H. Family Leave

1. A bargaining unit member may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.

2. A bargaining unit member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the bargaining unit member learns of the need for the leave. The bargaining unit member's notice to the Superintendent that he or she will use family leave must specify that "Family Leave" will be the type of leave taken.

3. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The bargaining unit member must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the bargaining unit member desires to have the insurance coverage continued. If the bargaining unit member does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

4. Instead of taking family leave, a bargaining unit member may opt to take other forms of leave under this Article or state law if eligible for the particular type of leave. However, a bargaining unit member is not eligible to take unpaid leave under R.C. 3319.13 or under Article VI (C) (Maternity Leave) during the preceding twelve (12) months, the bargaining unit member has taken family leave.

I. Assault Leave

Any employee who sustains an unprovoked physical assault by a person not employed by the Board of Education during the course of duties, and is unable to perform regular duties due to the nature of the resulting disability, as certified by a licensed doctor (M.D. or D.O.), shall be granted assault leave. The bargaining unit member shall be required to recertify the disabling condition after five (5) days of assault leave, and if the teacher remains on leave, he/she must certify it monthly thereafter. If requested, the member shall submit to an exam by an M.D. or D.O. designated by the Board. The cost of the exam will be paid by the Board. No sick leave days will be deducted for the first five (5) days or thereafter if the teacher remains on leave from the time the disability is recertified by a licensed doctor as directly related to a physical assault by a non-employee of the Board.

Paid assault leave shall be limited to thirty (30) workdays, after which the teacher, if necessary, may use accumulated sick leave, request an unpaid disability leave, or apply for disability retirement from STRS.

1. "Assault" means knowingly causing or attempting to cause, or recklessly causing, serious physical harm.

2. Additionally, a bargaining unit member shall be granted assault leave according to the following rules:

a. A bargaining unit member shall not qualify for more than five (5) days of payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.

b. Bargaining unit members shall not be permitted to accrue assault leave.

c. Payment for assault leave shall be at the assaulted bargaining unit member's rate of pay in effect at the time of the assault.

d. Payment under this Article shall constitute the bargaining unit member's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

ARTICLE VII. PROFESSIONAL COMPENSATION

A. PAYROLL PRACTICES

1. The basic salaries of each staff member covered by this Agreement will be adjusted to reflect the rates set forth in the basic salary schedule.

2. Each staff member employed by the Board shall be given credit for up to twenty (20) years of service outside the District, whether accredited private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed twenty (20) years of service for proper placement on the salary schedule.

3. One year's experience shall be defined as not less than one hundred twenty (120) days of service during a given school year. A year of military service shall be defined as twelve (12) months or major fraction thereof.

4. Staff earning additional degrees or receiving credit for additional hours, either of which would bring about any salary adjustment, will receive such appropriate salary adjustments at the beginning of the school year and/or the beginning of the second semester, whichever comes first. Such adjustments will be made following the Board Treasurer's receipt of a copy of the official transcript or other proof of satisfactory completion with a C grade or better or Pass (in a Pass/Fail system) of such course work or credit.

5. Payment for the school contract year will be divided into twenty-six (26) equal pays over the calendar year via direct deposit. Except in case of a failure of the school district's payroll computer, beginning with the second Friday after the onset of the regular school year, pay days shall fall on alternate Fridays throughout the remainder of the year or as otherwise provided below. When payday falls on a holiday or when school is not in session, payroll will be processed on the day before the holiday or dismissal of school. When school is not in session due to calamity, summer recess, extended holidays, or otherwise, direct deposit notices will be forwarded to the employee by email.

In the event of a computer system failure which would prevent the timely payment/processing of the payroll, every effort will be made to process and distribute such direct deposit notices as soon as reasonably possible.

Any other special arrangements for direct deposit notice distribution will be made with the Treasurer

B. DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence.
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement.
4. Tax sheltered annuities (from companies currently authorized by the Board).
5. Insurance (employee share of employer provided benefits).
6. Income protection insurance (from companies currently authorized by the Board).
7. U.S. Savings Bonds.
8. Political Contributions (as currently required by law)
9. NWOEA Credit Union/Bank Savings Account.
10. Association Dues and Assessments as per Article II herein.

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations must be submitted no later than October 1st of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least $1.00.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next quarter following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during each quarter of the year.

C. DAILY OR PER DIEM RATE DEFINED

1. In computing deductions for those absences of bargaining unit employees for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated by dividing the number of workdays in the adopted school calendar applicable to the affected employee's assignment into the salary of that individual.

2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days worked times the daily rate.

D. WAIVER OF SALARY NOTIFICATION

The parties hereby agree that the Board shall not be required to provide annual salary notices pursuant to O.R.C. 3319.12 while negotiations over salaries/wages affecting such notices are

under way. However, such salary notices will be sent to all members of the bargaining unit upon conclusion and ratification by the parties of such new salary/wage schedules.

E. SALARY SCHEDULE

2025-2026 school year base (4.0% increase)	$42,436.00
2026-2027 school year base (4.0% increase)	$44,133.00
2027-2028 school year base (3.75% increase)	$45,788.00

1. Effective with coursework commencing on/after September 1, 2017, only graduate level coursework taken after completion of Master's Degree will be counted for Master's plus 15 advancement and Master's plus 30 advancement.

2. Effective with coursework commencing on/after September 1, 2017, graduate level coursework must be related to current area of teaching/assignment or within the education profession subject to Superintendent approval for Master's plus 15 advancement and for Master's plus 30 advancement.

3. Placement on the teaching Salary Schedule shall be at Step 1 (one year's experience} of the appropriate training column unless and until such time as the teacher's experience places the teacher at a higher salary than Step 1.
4. No teacher (whether teaching at Lincolnview or at another school district) shall be deemed to have earned one year of service credit for the 2010-11 school year (and thus shall not advance vertically one year of experience on the salary schedule in 2011-12 or thereafter for service in the 2010-11 school year). This will not affect a teacher's seniority or STRS service credit. Except as specifically provided in the next paragraph, this year of service credit will not be recognized on the salary schedule.

5. Effective for the 2019-20 school year and thereafter, service credit earned for the 2010-11 school year will be restored (not subject to any back-pay/retro-pay). Specifically, teachers under contract on August 10, 2019, who lost one year of service credit for that school year shall be credited with one (1) year of "make up" service credit beginning with the 2019-20 school year. This resolves all issues concerning service credit for the 2010-11 school year

Lincolnview Local School District Salary Schedule
2025-2026 School Year

	Non-Degree	B.A.	B.A.+150	Masters	Masters +15	Masters +30
Step 0	36,707.14 0.8650	42,436.00 1.0000	44,048.57 1.0380	46,467.42 1.0950	47,676.85 1.1235	
Step 1	38,192.40 0.9000	44,048.57 1.0380	45,913.51 1.0819	48,546.78 1.1440	49,756.21 1.1725	
Step 2	39,677.66 0.9350	45,661.14 1.0760	47,774.45 1.1258	50,626.15 1.1930	51,835.57 1.2215	
Step 3	41,162.92 0.9700	47,273.70 1.1140	49,637.39 1.1697	52,705.51 1.2420	53,914.94 1.2705	
Step 4	42,648.18 1.0050	48,886.27 1.1520	51,500.33 1.2136	54,784.88 1.2910	55,994.30 1.3195	
Step 5	44,133.44 1.0400	50,498.84 1.1900	53,363.27 1.2575	56,864.24 1.3400	58,073.67 1.3685	
Step 6		52,111.41 1.2280	55,226.21 1.3014	58,943.60 1.3890	60,153.03 1.4175	
Step 7		53,723.98 1.2660	57,089.15 1.3453	61,022.97 1.4380	62,232.39 1.4665	
Step 8		55,336.54 1.3040	58,952.09 1.3892	63,102.33 1.4870	64,311.76 1.5155	
Step 9		56,949.11 1.3420	60,815.03 1.4331	65,181.70 1.5360	66,391.12 1.5645	
Step 10		58,561.68 1.3800	62,677.97 1.4770	67,261.06 1.5850	68,470.49 1.6135	
Step 11		60,174.25 1.4180	64,540.91 1.5209	69,340.42 1.6340	70,549.85 1.6625	
Step 12		61,786.82 1.4560	66,403.85 1.5648	71,419.79 1.6830	72,629.21 1.7115	
Step 13				73,499.15 1.7320	74,708.58 1.7605	75,918.00 1.7890
Step 15		63,399.38 1.4940	68,266.79 1.6087	75,578.52 1.7810	76,787.94 1.8095	77,997.37 1.8380
Step 19		65,011.95 1.5320	70,129.73 1.6526	77,657.88 1.8300	78,867.31 1.8585	80,076.73 1.8870
Step 25				79,737.24 1.8790	80,946.67 1.9075	82,156.10 1.9360
Step 27		66,624.52 1.5700	71,992.67 1.6965	81,816.61 1.9280	83,026.03 1.9565	84,235.46 1.9850

Lincolnview Local School District Salary Schedule
2026-2027 School Year

	Non-Degree +30	B.A.	B.A.+150	Masters	Masters +15	Masters
Step 0	38,175.05 0.8650	44,133.00 1.0000	45,810.05 1.0380	48,325.64 1.0950	49,583.43 1.1235	
Step 1	39,719.70 0.9000	45,810.05 1.0380	47,747.49 1.0819	50,488.15 1.1440	51,745.94 1.1725	
Step 2	41,264.36 0.9350	47,487.11 1.0760	49,684.93 1.1258	52,650.67 1.1930	53,908.46 1.2215	
Step 3	42,809.01 0.9700	49,164.16 1.1140	51,622.37 1.1697	54,813.19 1.2420	56,070.98 1.2705	
Step 4	44,353.67 1.0050	50,841.22 1.1520	53,559.81 1.2136	56,975.70 1.2910	58,233.49 1.3195	
Step 5	45,898.32 1.0400	52,518.27 1.1900	55,497.25 1.2575	59,138.22 1.3400	60,396.01 1.3685	
Step 6		54,195.32 1.2280	57,434.69 1.3014	61,300.74 1.3890	62,558.53 1.4175	
Step 7		55,872.38 1.2660	59,372.12 1.3453	63,463.25 1.4380	64,721.04 1.4665	
Step 8		57,549.43 1.3040	61,309.56 1.3892	65,625.77 1.4870	66,883.56 1.5155	
Step 9		59,226.49 1.3420	63,247.00 1.4331	67,788.29 1.5360	69,046.08 1.5645	
Step 10		60,903.54 1.3800	65,184.44 1.4770	69,950.81 1.5850	71,208.60 1.6135	
Step 11		62,580.59 1.4180	67,121.88 1.5209	72,113.32 1.6340	73,371.11 1.6625	
Step 12		64,257.65 1.4560	69,059.32 1.5648	74,275.84 1.6830	75,533.63 1.7115	
Step 13				76,438.36 1.7320	77,696.15 1.7605	78,953.94 1.7890
Step 15		65,934.70 1.4940	70,996.76 1.6087	78,600.87 1.7810	79,858.66 1.8095	81,116.45 1.8380
Step 19		67,611.76 1.5320	72,934.20 1.6526	80,763.39 1.8300	82,021.18 1.8585	83,278.97 1.8870
Step 25				82,925.91 1.8790	84,183.70 1.9075	85,441.49 1.9360
Step 27		69,288.81 1.5700	74,871.63 1.6965	85,088.42 1.9280	86,346.21 1.9565	87,604.01 1.9850

Lincolnview Local School District Salary Schedule
2027-2028 School Year

	Non-Degree +30	B.A.	B.A.+150	Masters	Masters +15	Masters
Step 0	39,606.62 0.8650	45,788.00 1.0000	47,527.94 1.0380	50,137.86 1.0950	51,442.82 1.1235	
Step 1	41,209.20 0.9000	47,527.94 1.0380	49,538.04 1.0819	52,381.47 1.1440	53,686.43 1.1725	
Step 2	42,811.78 0.9350	49,267.89 1.0760	51,548.13 1.1258	54,625.08 1.1930	55,930.04 1.2215	
Step 3	44,414.36 0.9700	51,007.83 1.1140	53,558.22 1.1697	56,868.70 1.2420	58,173.65 1.2705	
Step 4	46,016.94 1.0050	52,747.78 1.1520	55,568.32 1.2136	59,112.31 1.2910	60,417.27 1.3195	
Step 5	47,619.52 1.0400	54,487.72 1.1900	57,578.41 1.2575	61,355.92 1.3400	62,660.88 1.3685	
Step 6		56,227.66 1.2280	59,588.50 1.3014	63,599.53 1.3890	64,904.49 1.4175	
Step 7		57,967.61 1.2660	61,598.60 1.3453	65,843.14 1.4380	67,148.10 1.4665	
Step 8		59,707.55 1.3040	63,608.69 1.3892	68,086.76 1.4870	69,391.71 1.5155	
Step 9		61,447.50 1.3420	65,618.78 1.4331	70,330.37 1.5360	71,635.33 1.5645	
Step 10		63,187.44 1.3800	67,628.88 1.4770	72,573.98 1.5850	73,878.94 1.6135	
Step 11		64,927.38 1.4180	69,638.97 1.5209	74,817.59 1.6340	76,122.55 1.6625	
Step 12		66,667.33 1.4560	71,649.06 1.5648	77,061.20 1.6830	78,366.16 1.7115	
Step 13				79,304.82 1.7320	80,609.77 1.7605	81,914.73 1.7890
Step 15		68,407.27 1.4940	73,659.16 1.6087	81,548.43 1.7810	82,853.39 1.8095	84,158.34 1.8380
Step 19		70,147.22 1.5320	75,669.25 1.6526	83,792.04 1.8300	85,097.00 1.8585	86,401.96 1.8870
Step 25				86,035.65 1.8790	87,340.61 1.9075	88,645.57 1.9360
Step 27		71,887.16 1.5700	77,679.34 1.6965	88,279.26 1.9280	89,584.22 1.9565	90,889.18 1.9850

EXTRA-CURRICULAR SALARY INDEX

JOB DESCRIPTION	YEARS OF EXPERIENCE					
	0	1	2	3	4	5
Asst Athletic Director	10.97	11.58	12.20	12.82	13.43	14.05
WINTER ATHLETICS						
Boys Head Basketball	12.69	13.41	14.12	14.84	15.55	16.27
Boys Asst Basketball	8.27	8.73	9.21	9.67	10.14	10.60
Boys JV Basketball	8.27	8.73	9.21	9.67	10.14	10.60
Boys Freshman Basketball	6.33	6.67	7.01	7.35	7.69	8.03
JH Boys Basketball (1 or 2)	6.00	6.23	6.46	6.69	6.92	7.15
Girls Head Basketball	12.69	13.41	14.12	14.84	15.55	16.27
Girls Asst Basketball	8.27	8.73	9.21	9.67	10.14	10.60
Girls JV Basketball	8.27	8.73	9.21	9.67	10.14	10.60
JH Girls Basketball (1 or 2)	6.00	6.23	6.46	6.69	6.92	7.15
Head Wrestling	8.27	8.73	9.21	9.67	10.14	10.60
Asst Wrestling	6.00	6.23	6.46	6.69	6.92	7.15
JH Wrestling	4.57	4.82	5.07	5.32	5.58	5.83
Boys Bowling	7.70	8.12	8.54	8.95	9.37	9.79
Girls Bowling	7.70	8.12	8.54	8.95	9.37	9.79
HS Cheerleader Advisor	5.90	6.11	6.31	6.52	6.73	6.94
JH Cheerleader Advisor	3.00	3.12	3.23	3.34	3.46	3.58
FALL ATHLETICS						
Head Volleyball	7.70	8.12	8.54	8.95	9.37	9.79
Assistant Volleyball	4.57	4.82	5.07	5.32	5.58	5.83
JV Volleyball	4.57	4.82	5.07	5.32	5.58	5.83
Freshman Volleyball	4.16	4.27	4.38	4.49	4.60	4.71
JH Volleyball (1 or 2)	4.16	4.27	4.38	4.49	4.60	4.71
Boys Golf	7.70	8.12	8.54	8.95	9.37	9.79
Boys Asst Golf	4.57	4.82	5.07	5.32	5.58	5.83
Girls Golf	7.70	8.12	8.54	8.95	9.37	9.79
Girls Asst Golf	4.57	4.82	5.07	5.32	5.58	5.83
Head Cross Country	7.70	8.12	8.54	8.95	9.37	9.79
Asst Cross Country (1 or 2)	4.57	4.82	5.07	5.32	5.58	5.83
JH Cross Country (1 or 2)	4.16	4.27	4.38	4.49	4.60	4.71
Boys Varsity Soccer	7.70	8.12	8.54	8.95	9.37	9.79
Boys Asst/JV Soccer	4.57	4.82	5.07	5.32	5.58	5.83
Girls Varsity Soccer	7.70	8.12	8.54	8.95	9.37	9.79
Girls Asst/JV Soccer	4.57	4.82	5.07	5.32	5.58	5.83
SPRING ATHLETICS						
Head Baseball	7.70	8.12	8.54	8.95	9.37	9.79
Assistant Baseball	4.57	4.82	5.07	5.32	5.58	5.83
JV Baseball	4.57	4.82	5.07	5.32	5.58	5.83
Freshman Baseball	4.16	4.27	4.38	4.49	4.60	4.71
JH Baseball (1 or 2)	4.16	4.27	4.38	4.49	4.60	4.71

EXTRA-CURRICULAR SALARY INDEX

JOB DESCRIPTION	YEARS OF EXPERIENCE					
SPRING ATHLETICS	0	1	2	3	4	5
Girls Softball	7.70	8.12	8.54	8.95	9.37	9.79
Asst Softball	4.57	4.82	5.07	5.32	5.58	5.83
JV Softball	4.57	4.82	5.07	5.32	5.58	5.83
JH Softball (1 or 2)	4.16	4.27	4.38	4.49	4.60	4.71
Head Track	7.70	8.12	8.54	8.95	9.37	9.79
Asst Track (1, 2, or 3)	4.57	4.82	5.07	5.32	5.58	5.83
JH Track (1 or 2)	4.16	4.27	4.38	4.49	4.60	4.71
NON-ATHLETIC / ACADEMIC						
Spirit Squad Advisor	2.86	2.98	3.10	3.22	3.34	3.47
JH/HS Instrumental	7.30	7.71	8.13	8.54	8.95	9.36
Asst JH/HS Instrumental	3.30	3.41	3.52	3.63	3.74	3.85
JH/HS Vocal	7.30	7.71	8.13	8.54	8.95	9.36
Annual with Class	3.30	3.48	3.65	3.82	3.99	4.17
Newspaper w/ Class	2.61	2.72	2.83	2.94	3.05	3.16
Newspaper w/o Class	3.52	3.63	3.74	3.85	3.96	4.07
Honor Society	1.65	1.76	1.87	1.98	2.09	2.20
BETA Club	2.20	2.31	2.42	2.53	2.64	2.75
Business Club Advisor	1.65	1.76	1.87	1.98	2.09	2.20
HS Science Club Advisor	1.65	1.76	1.87	1.98	2.09	2.20
HS Science Olympiad Coach	2.20	2.31	2.42	2.53	2.64	2.75
JH Science Olympiad Coach	1.65	1.76	1.87	1.98	2.09	2.20
Spanish Club	1.65	1.76	1.87	1.98	2.09	2.20
Sr. Class Advisor	1.65	1.76	1.87	1.98	2.09	2.20
Jr. Class Advisor	3.34	3.56	3.78	4.00	4.22	4.44
Sophomore Class Advisor	2.62	2.73	2.84	2.95	3.06	3.17
Freshman Class Advisor	1.10	1.21	1.32	1.43	1.54	1.65
Industrial Tech Advisor	1.65	1.76	1.87	1.98	2.09	2.20
FFA Advisor	2.20	2.31	2.42	2.53	2.64	2.75
Student Council Advisor	2.86	2.98	3.10	3.22	3.34	3.47
Scholastic Bowl Adv. (1)	2.20	2.31	2.42	2.53	2.64	2.75
Scholastic Bowl Adv. (2)	1.10	1.21	1.32	1.43	1.54	1.65
Washington DC Trip	2.20	2.31	2.42	2.53	2.64	2.75
Play – Director	4.40	4.52	4.64	4.76	4.88	5.01
Play - Asst Director	2.45	2.56	2.67	2.78	2.89	3.00
Play - Tech Director	1.51	1.62	1.73	1.84	1.95	2.06
Play – Sets	1.21	1.32	1.43	1.54	1.65	1.76
Musical – Director	4.40	4.52	4.64	4.76	4.88	5.01
Musical - Asst Director	2.45	2.56	2.67	2.78	2.89	3.00
Musical - Tech Director	1.51	1.62	1.73	1.84	1.95	2.06
Musical – Sets	1.21	1.32	1.43	1.54	1.65	1.76
Musical – Choreographer	2.45	2.56	2.67	2.78	2.89	3.00
Musical - Music Director	3.52	3.63	3.74	3.85	3.96	4.07
Musical - Instrumental Director	2.45	2.56	2.67	2.78	2.89	3.00

JOB DESCRIPTION	SALARY		
Ticket Manager	3.50	Each Year	
P.R. Coordinator	1,650.00	Each Year	
Home Tutor	16.26	Per Hour	
JOB DESCRIPTION	**SALARY**		
Young Farmers	16.26	Per Hour	
Saturday School Teacher	13.00	Per Hour	
Sub Teacher	110.00	Per Day	or 55.00 Per 1/2 day
Remediation Teacher	16.26	Per Hour	

**Any Coach or Advisor with five plus years of experience will receive an additional 10%
**Any Coach or Advisor with ten plus years of experience will receive an additional 5%
**Any Coach or Advisor with fifteen plus years of experience will receive an additional 5%
**Supplemental Contracts may be granted on an individual basis for one year
**Wage is figured by a percentage of the "Bachelors" Degree/0 years of experience for the current year

If supplemental advisor position(s) remains unfilled by September 1 of the current school year, the LLEA President or designee will work with the Jr. High/High School Principal to help recruit advisors. Fulfillment responsibility does not fall upon the Association and there is no right to grieve.

F. PERSONAL DAY STIPEND

Each bargaining unit member will receive an amount equal to the teacher substitute daily rate for each unused personal day for the school year. Payment for these days will be made with the last pay in June.

G. INSURANCE PROVISIONS

1. General

   For those eligible staff that elect any of the insurance coverages provided herein, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave or any other paid leave of absence. Employees on all other leaves of absence (unpaid) including, but not necessarily limited to, those on maternity leave, disability leave, sabbatical leave, etc., may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

2. Hospital Surgical/Major Medical

   a. The following provisions supersede any previous provisions for hospital, surgical/major medical insurance coverage.

   b. The Board shall provide comprehensive hospital-surgical major medical insurance coverage for each certificated employee now or hereafter employed and his/her family. The Board will pay for the traditional PPO premium for single coverage,

employee/spouse coverage, employee & child(ren) coverage, and family coverage for grandfathered employees as follows: seventy-eight (78%), decreasing to seventy-five (75%) on January 1, 2028. Effective July 1, 2021, the PPO plan shall sunset and no longer will be offered for coverage to any new hire and will not be offered/available to any current certificated employee not on the plan as of July 1, 2021. The difference in the total cost of the premiums and the Board's contribution will be equally divided bi-monthly and withheld from the employee's pay checks via payroll deduction.

The Board will pay eighty-five percent (85%) of the high deductible health plan (HDHP) premium for single coverage, employee & spouse coverage, employee & child(ren) coverage, and family coverage. The difference in the total cost of the premiums and the Board's contribution will be equally divided bi-monthly and withheld from the employee's pay checks via payroll deduction. The Board will fund the Employee's Health Savings Account (HSA) in the amount of $2,500.00 for employee & spouse coverage, employee & child(ren) coverage, and family coverage, and in the amount of $1,250.00 for single coverage each school year. The Board will deposit 25% of its share into the HSA in October, 25% in February, and the remaining 50% in May of each year.

c. Employees may be required to complete enrollment forms indicating the desired coverage and to meet the enrollment requirements of the policy in effect.

d. A bargaining unit member who does not participate in the group health insurance (single, employee & spouse, employee & child(ren), or family coverage) for the entire insurance contract year (September through August) shall be paid two thousand five hundred ($2,500.00) in a lump sum payment in the first payroll period in September. A bargaining unit member who is eligible for coverage under the Board's comprehensive hospital-surgical major medical insurance plan through a spouse or a parent shall not be eligible for this payment.

e. Effective January 1, 1992, the Board will maintain a Section 125-Flexible Benefits Plan for employee-designated amounts for purposes allowed by federal regulations.

3. Dental Insurance

The Board shall provide a dental plan as per group agreement for each person now or herein after employed who is a member of the bargaining unit.

The full cost of this program and any increase in premium that occurs on the dental plan shall be paid by the Board.

H. LIFE INSURANCE BENEFITS

The Board shall purchase from a carrier of its choice a group term life insurance policy in the amount of $20,000 for each certificated employee. Optional supplemental life insurance (for employee, spouse, and/or dependent) may be purchased by the employee via payroll deduction subject to carrier provisions.

I. STRS PICK-UP

The Board of Education will pick up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each employee shall be the full amount of the employee's contribution toward STRS. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

2. The pickup percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect wage increase or other benefit in lieu of the employer pickup.

   The Board Treasurer will prepare and distribute an addendum to each certificated employee's contract which states:

   a. That the employee's contract salary consists of:

      1. A cash salary component and

      2. A pickup component, which is equal to the amount of the employee's contribution being picked up by the Board on behalf of the employee;

   b. That the Board will contribute to STRS an amount equal to the employee's otherwise required contribution to STRS for the account of each certificated employee; and

   c. That sick leave, severance, vacation, supplemental and extended service pay, and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pickup component of the employee's restated salary.

      All subsequent contracts and salary notices for those affected certificated employees will include the provisions of the above addendum.

J. SEVERANCE PAY

Any certificated employee of the School District with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire from service while in the employ of the District, shall be paid 25% of the first one hundred-sixty (160) days.

The rate of pay for all such accumulated days of severance shall be the per diem rate of the annual salary as determined by the teacher's regular salary schedule and any supplemental or other salary in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty.

As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using his/her accumulated sick leave for the

duration of the disability pursuant to the provisions for sick leave as provided in this Agreement.

Upon receipt of documentation from any of the above-named retirement systems authenticating official service retirement and unless the Board receives written notice from the employee electing not to receive severance pay, the Board shall forward such severance payment as below.

An eligible employee will be paid severance pay in one lump sum during the month of January of the calendar year following the calendar year in which the employee retires and begins receiving retirement benefits. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

Any employee who meets the service requirements of the above division and who dies while in the employ of the School District, shall on the day of death be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed in O.R.C. 2113.04.

K. COLLEGE TRAINING

The Board shall appropriate $15,000 each fiscal year to provide additional money to teachers for earned college credit subject to the following conditions:

1. The teacher shall have taught in the Lincolnview Local Schools for a minimum of one (1) year, must have begun the second year with the Lincolnview Local Schools, and must be a Lincolnview Local Schools teacher of the current year that the reimbursement check is issued to be eligible for the reimbursement.

2. The college course must be taken in the current area of teaching or assignment and must be approved by the Superintendent before taking. The college course taken must be a graduate level course and must be taken from an accredited college or university. The Superintendent will verify if the college or university is accredited via the Database of Accredited Postsecondary Institutions and Programs.

3. Reimbursement subject to the current IRS requirements will be paid each year by August 15th. The sum of $15,000.00 for tuition cost will be expended evenly among teachers taking coursework.

4. Teachers must submit an application for reimbursement for accredited college coursework prior to the inception date of the course. Applications are available in the Superintendent's treasurer's office.

5. Teachers must complete courses with a grade of at least "B." Courses taken "pass/fail" will not be eligible for reimbursement if the course may be taken for a letter grade. A teacher wishing to receive reimbursement for a "pass/fail" course shall provide certification for the unavailability of a letter grade. Teachers must submit their transcripts and receipts for tuition payment to the Treasurer on/before June 30th. Any transcripts and receipts received after June 30th will be carried into the next fiscal year beginning July 1st.

6. If the total tuition costs for teachers taking coursework presented to the Treasurer on or before June 30th of the current fiscal year exceeds the $15,000.00 appropriated amount, the teacher will be reimbursed a prorated amount based upon the individual submitted amount divided by the total request pool as outlined in #3 and 4.

7. No one shall be reimbursed more than the cost of the tuition.

8. No money shall be carried over into the next fiscal year.

9. Teachers who apply for reimbursement and then resign from employment with the Board before receiving payment shall forfeit their application. Teachers who receive reimbursement and resign from employment with the Board within the following one (1) school year shall repay their reimbursement through payroll deductions. If the deductions are not sufficient to reimburse the full amount, the teacher shall repay any remaining balance to the Board.

L. COLLEGE CREDIT PLUS

1. The opportunity to apply to teach any course offered by the school district through College Credit Plus (CCP) shall be offered to members of the bargaining unit who are qualified to teach the course. Teachers with an evaluation rating of "Ineffective" shall not be eligible to teach CCP courses. If more than one qualified teacher applies, the Superintendent shall select the applicant to teach the course, notwithstanding any other provisions of this Agreement.

2. Teaching a course that qualifies for CCP shall be voluntary on the part of the teacher.

3. Any teacher who teaches a course in CCP shall be paid a stipend of $1,000 per course, per semester. The course must have a minimum enrollment of five (5) students who receive college credit. Payment will be made when a completed form signed by the teacher, principal, and Superintendent is submitted to the Treasurer's office. Payment will be made via payroll and subject to all regular payroll withholdings.

4. A teacher who teaches a CCP course shall be offered one (1) professional development day to visit the participating college or university for planning with the cooperating college instructor.

5. Any teacher who teaches a CCP course shall be provided with one half (1/2) of a professional leave day at the end of each semester to fulfill administrative responsibilities (e.g., grading the course).

6. To the extent possible, all students enrolled in a CCP course shall be scheduled into one (1) combined course for instruction.

7. If approved by the building principal and Superintendent, a teacher will be reimbursed his/her full actual cost for completion of the training or coursework hours required to achieve the qualifications to teach CCP courses in the District. A teacher using this provision may not participate in the regular tuition reimbursement in this Agreement until completion of this qualification process. Teachers who receive reimbursement and resign from employment with the Board within the following two school years shall repay their reimbursement through payroll deductions. If the deductions are not sufficient to reimburse the full amount, the teacher shall repay any remaining balance to the Board.

   A teacher completing the training or coursework hours required to achieve the qualifications to teach CCP courses in the District will be reimbursed upon completion of each course. If the teacher does not complete all required hours within three (3) years, he/she shall reimburse the District through payroll deductions.

ARTICLE VIII. MANAGEMENT RIGHTS

A. The Board and administration must abide by the written terms of this Agreement.

B. To the extent that the written terms of this Agreement do not limit the Board or administration, the Board hereby retains and reserves to itself, the Superintendent, and other administrators all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including by way of illustration the Board's right to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, and hire teachers; maintain and improve the efficiency and effectiveness of school operations; and the overall methods, processes, means, or personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate for just cause; lay off, transfer, assign, schedule, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the school District as an education unit; effectively manage the work force; and, take actions to carry out the mission of the school district.

C. The Board may make decisions in the exercise of its above management rights without prior negotiation with or agreement of the Association, but the Board must give the Association an opportunity to bargain about the effects of the Board's decisions on the wages, hours, terms, and conditions of employment of the bargaining unit.

D. If requested, the parties shall engage in effects bargaining pursuant to R.C. Chapter 4117.

E. The parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all issues appropriate to collective bargaining and that, except as expressly provided in this Article and Article IX(A), they waive their right to initiate bargaining or to submit any additional issue for negotiations during the term of this Agreement. This written Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, written or oral, and practices contrary to the terms of this Agreement. If the Board makes a decision to change or eliminate a practice that has an effect(s) on the wages, hours, terms, or other conditions of employment of teachers, the Board shall be subject to paragraph (D) above.

F. This Article constitutes the Board's entire duty to bargain during the term of this Agreement regardless of O.R.C. Chapter 4117 or any other provision of law. The grievance/arbitration procedure shall be the exclusive remedy for any disputes or challenges to the Board's compliance with its duty to bargain during the term of this Agreement.

G. The failure of the Association to demand bargaining under this Article on the effect(s) of an intended Board change shall not be a waiver of the Association's right to bargain in the future, or the Board's obligation to bargain in the future, about the effect(s) of intended change(s).

ARTICLE IX. WORK YEAR/WORKDAY

A. WORK YEAR

The length of the school year shall be 183 days for regular teaching staff and staff not on extended service contracts. In addition, the teaching staff will have a six (6) contract hour professional development commitment outside of the school hours in lieu of an in-service day.

The teacher must select professional development that is related to the profession of teaching or their academic assignment. One contract hour equals one hour of credit. This must be completed by the 30th day of June in each school year. The additional day added annually (from 182 to 183) in 2002 bargaining is for staff-wide professional development (in-service).

B. WORK WEEK

The normal work week for all bargaining unit members shall be Monday through Friday.

C. WORKDAY

Except as noted below, the normal length of the school day for full-time staff shall be 7 hours and 20 minutes. Said workday shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period. Except for scheduled after school parent-teacher conferences, or faculty or committee meetings or emergencies, staff will be permitted to leave immediately after dismissal of students, or 3:20 p.m., whichever is later.

D. CALAMITY DAYS AND THREE-HOUR DELAY

After the occurrence of five (5) calamity days, the District will commence utilizing remote learning days, in which teachers will be required to work their contracted workday during regular work hours. For a calamity day, called the night before, their day will consist of a full-day of work (2-hours of preparing for instruction from 8:00 a.m. - 10:00 a.m.) & (instructional hours remotely from 10:00 a.m. - 3:20 p.m.). For a calamity called after a 2-hour delay, the day will consist of a workday modified from 10:00 a.m. - 3:20 p.m. and for a calamity day called after a 3-hour delay; the day will consist of a workday modified from 11:00 a.m. - 3:20 p.m. Teachers may either report to school or work from home on these days and shall perform remote instructional activities pursuant to the District's remote instruction plan. The District will make up full-day calamity days in this manner, provided it does not affect state minimum hour requirements.

E. DELAYED COMMENCEMENT/EARLY DISMISSAL - TEACHER IN-SERVICE

Released time will be allotted in the case of in-service meetings. Two days of planned in-service for faculty where students will either be dismissed 2 hours early or a.m. buses will be delayed for pick-up by 2 hours shall be allotted each school year. This shall be in addition to the 6 hours of staff development contact time addressed in Article IX, Section A.

F. PARENT-TEACHER CONFERENCES

All hours for parent-teacher conferences will be uniformly scheduled for all affected staff members in each building.

The parent-teacher conference schedule for any individual staff and/or teacher shall be limited to no more than eight (8) hours.

Evening hours for parent-teacher conferences may be scheduled. However, where parent-teacher conferences begin during the course of the regular school day and extend into the evening, the administration shall adjust that day with an equivalent amount of time off for time spent beyond the school day.

Faculty shall not be required to schedule conferences after 8:30 p.m. All conference schedules shall provide for at least one half-hour of duty-free time period for lunch if conferences are scheduled before and after the noon lunch period and the same for supper if conferences are scheduled both before and after the normal supper period.

G. SCHOOL CALENDAR

The Superintendent will meet with three representatives of the Association some time prior to February 1st of each school year for the purpose of exchanging ideas and expressing the concerns of each party with respect to the school calendar for the coming school year. The parties will develop at least two acceptable calendars.

Each school year the calendar will incorporate the following:

1. A teacher school year commencing in August no earlier than three weeks before Labor Day and concluding (with the exception of scheduled make-up days) no later than the second week in June, with a maximum of one hundred eighty-three (183) days therein in which teachers' attendance is required. New personnel may be required to attend additional sessions which may occur in the week prior to those required of returning teachers. Pursuant to Ohio Revised Code 3313.48, all classes shall be dismissed for the equivalent of no less than two (2) days for the purpose of in-service training.

2. Except where make-up days may be otherwise scheduled, all regularly scheduled days shall be during the regular work week of Monday through Friday, exclusive of school holidays.

   These calendars shall be circulated among the staff by the respective building representatives and/or Association calendar representatives where a vote taken by such representatives to determine which calendar along with appropriate rationale will be recommended to the Board for adoption. The Board may accept, modify, or reject the recommendation.

   In the event of an unforeseen emergency situation or change in Ohio law mandating the closing and/or the suspension or extension of school operations which would require an alteration(s) of the school calendar, the Board shall have the right to alter the school calendar; provided, however, before doing so, and considering the circumstances at the time the changes are being considered, the Association shall be afforded reasonable notice, an opportunity to negotiate over the matter.

ARTICLE X. OCCUPATIONAL SAFETY AND HEALTH PROPOSAL

1. Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor, principal, or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraph 3 (a-c) below.

2. An employee who wishes to assert a claim of discrimination as defined in RC. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. Any such grievance must be filed in writing at Step III with the

Superintendent within five (5) days of the occurrence of the act or event on which the grievance is based.

3. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

   a. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal, within two workdays of the occurrence of the alleged violation.

   b. If the principal does not resolve the alleged violation to the satisfaction of the employee, the employee or Association may appeal the complaint to the Superintendent by filing a written appeal with him/her within two work days of the principal's response. If the principal does not respond by his/her deadline, then the employee or Association may file their appeal within two workdays of that deadline. The Superintendent or his/her designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within ten (10) workdays after the conference, the Superintendent shall provide his/her written response to the alleged violation.

ARTICLE XI. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Lincolnview Local School District shall, either through the Van Wert Area Schools Consortium, or within the local district as listed in exceptions below, establish a committee to develop policies, procedures, and criteria for the Lincolnview Local School District.

B. The mission of the LPDC is to ensure quality staff development for certified employees of Lincolnview Local School District. The committee's responsibilities shall include, but not be limited to, approval of all individual professional development plans for all certified employees, development and approval of all District or building professional development activities, approval of all C.E.U.'s, coursework, workshops, in-service, or any activity that could be used for professional growth credit.

C. Committee composition and selection shall be designated by the Van Wert Area Schools Consortium (Consortium) with the following exceptions:

   1. In the event the Lincolnview Local Education Association (Association) no longer belongs to the Consortium.

   2. The Association has the right to reject membership per guidelines established in the Consortium document and upon doing so, a local professional development committee shall be formed between the Lincolnview Local Education Association and the Lincolnview Local Board of Education in compliance with the appropriate provisions of the Ohio Revised Code.

D. The Van Wert Area Schools Consortium shall compensate the LPDC Board members at the rate of $125 and the Executive Committee members at the rate of $200 unless additional compensation is approved by Van Wert Area Schools Consortium.

E. The Lincolnview Local Board of Education shall provide for and pay unit funding related to membership of the Consortium.

F. Individual Professional Development Plans and any other activities related to certification/licensure shall not be related to teacher evaluations.

G. Employees who come from another district will automatically be granted approval of what was approved by their former LPDC with proper verification and documentation.

ARTICLE XII. EMPLOYMENT OF RETIRED TEACHERS

A. The Association and the Board agree to the subsequent guidelines for the employment of retired teachers (any bargaining unit member, or teacher, who retires under the State Teacher's Retirement System (STRS) and subsequently is re-employed in the District), as follows:

B. The successful/selected retired teacher will be employed on/with a one (1) year contract, with the contract automatically nonrenewed at the end of each school year.

Furthermore, no employed retired teacher is/will be eligible for multiple year contracts or continuing contract status. It is fully understood and agreed upon that this guideline will supersede ORC Sections 3319.08 (continuing contract), 3319.11 (nonrenewal), and 3319.111 (nonrenewal).

C. Leaves of Absence

1. Each retired teacher employed fulltime will earn/accrue sick leave at the rate of one and one-fourth (1-1/4) days for each calendar month under contract, and at the beginning of each school year the retired teacher will have a balance of zero (0) sick days. In addition, no employed retired teacher is eligible to receive severance pay upon leaving employment with the District. It is fully understood and agreed upon that this guideline will supersede ORC Section 124.39 (severance pay) and 3319.14.1 (accumulation of sick leave).

2. Personal leave, court leave, professional leave, family medical leave, and those affecting the duty day for certified employees will be followed per negotiated agreement with the certified staff.

D. Health Insurance: Each retired teacher employed with the District who is interested in obtaining health care benefits (health and dental) must opt for health care benefits offered by the State Teacher's Retirement System (STRS) and is not eligible for the payment in lieu of insurance as described in Section II of the negotiated agreement pertaining to insurance provisions. If insurance coverage is desired, employed retired teachers shall be permitted to participate in the health care plan at the employee's sole expense (100% out-of-pocket). It is fully understood and agreed upon that this guideline will supersede ORC Section 3313.202 (Health Insurance Coverage).

E. If a person is employed as a retired teacher, their degree status will place them at the appropriate salary level, by educational training, providing experience verification is provided for a minimum of five (5) years of "actual teacher" or "military experience" as defined by ORC 3317.13(A). The rate of pay for ALL retired teachers will be capped at Step 10. It is fully understood and agreed upon that this guideline will supersede Sections 3317.12, 3317.13, and 3317.14 (service credit/salary schedule placement).

F. The Association and the Board recognize that a retired teacher seeking employment will be given no preference over any other candidate. The selection will be based on qualifications and abilities in securing the best person for the vacancy.

G. The Association, individual members, and other certificated employees recognize, understand, and agree to the preceding guidelines. In addition, the provisions as contained in this Article will not be grievable, will not result in any claims/actions filed before the State Employment Relations Board {SERB), or any other court of law, and are not to be construed as being discriminatory in nature.

ARTICLE XIII. OTHER PROVISIONS

A. SEPARABILITY

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms, and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree, no appeal has been taken within the time provided for doing so, such provision shall be null and void. However, the remainder of the Agreement shall remain in full force and effect.

On request of the Board or the Association, following any action by the Ohio General Assembly, changes in federal law, changes in rules and regulations of the State Department of Education, or court ruling as noted above, affecting this Agreement or parts thereof, the parties to the Agreement shall meet within ten (10) school days to negotiate substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto. For such cases, all other provisions of this Agreement shall remain in effect for the duration of the contract.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days upon request of either party.

B. ACADEMIC DISTRESS

As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the District would meet requirements of state law for the Superintendent of public instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the aspiration of the parties is to emerge from said distress with this Agreement intact.

C. DURATION OF AGREEMENT

Except as may be otherwise provided herein, the terms of this Agreement shall become effective as of July 1, 2025, and remain in effect until June 30, 2028. This Agreement shall be the base from which future negotiations shall proceed. If any item in this agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing, into each successor Agreement.

For the Association

For the Board of Education

June 18, 2025

ADDENDUM TO CONTRACT

NONRENEWAL OF LIMITED CONTRACTS

1. Any teacher receiving written notice of the intention of a Board of Education not to reemploy him/her may, within ten (10) days of the date on which he/she received the notice, file with the Treasurer of the Board of Education a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

2. The Treasurer on behalf of the Board shall, within ten (10) days of the date on which he/she receives a written demand for a written statement, provide to the teacher a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

3. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher may, within five (5) days of the date on which he/she received the statement, file with the Treasurer a written demand for a hearing before the Board.

4. The Treasurer on behalf of the Board shall, within ten (10) days of the date on which he/she receives a written demand for a hearing, provide to the teacher a written notice setting forth the time, date, and place of the hearing. The Board shall schedule and conclude the hearing within forty (40) days of the date on which the Treasurer of the Board receives a written demand for a hearing.

5. Any hearing conducted pursuant to this division shall be conducted by a majority of the members of the Board. The hearing shall be held in executive session of the Board unless the Board and the teacher agree to hold the hearing in public. The Superintendent, Assistant Superintendent, the teacher, and any person designated by either party to take a record of the hearing may be present at the hearing. The Board may be represented by counsel and the teacher may be represented by counsel or a designee. A record of the hearing may be taken by either party at the expense of the party taking the record.

6. Within ten (10) days of the conclusion of a hearing conducted pursuant to this division, the Board shall issue to the teacher a written decision containing an order affirming the intention of the Board not to reemploy the teacher reported in the notice given to the teacher or an order vacating the intention not to reemploy and expunging any record of the intention, notice of the intention, and the hearing conducted pursuant to this division.

7. A teacher may appeal an order affirming the intention of the Board not to reemploy the teacher to the Common Pleas Court within thirty (3) days of the date on which the teacher receives the written decision, on the grounds that the Board has not complied with the provisions of Section 3319.11 or 3319.111 of the Revised Code.

8. Notice

   A. In giving a teacher any notice required by this section of the Agreement the Board of the Superintendent shall do any of the following:

      1. Deliver the notice by personal service upon the teacher;

      2. Deliver the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of employment, and deliver a copy of the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of residence.

3. Deliver the notice by email, with a transmission receipt, to the teacher's work email address.

B. In giving the Board of Education any notice required by this section of the Agreement, the teacher shall do either of the following:

1. Deliver the notice by personal delivery to the office of the Superintendent during regular business hours.

2. Deliver the notice by certified mail, return receipt requested, addressed to the office of the Superintendent and deliver a copy of the notice by certified mail, return receipt requested, addressed to the President of the Board at his/her place of residence.

3. Deliver the notice by email, with a transmission receipt, to the teacher's work email address.

C. When any notice and copy of the notice are mailed, the notice, or copy of the notice with the earlier date of receipt, shall constitute the notice.

9. The provisions of this section shall not apply to any supplemental written contracts entered into pursuant to Section 3319.08 of the Revised Code.

MEMORANDUM OF UNDERSTANDING

The Lincolnview Local School District Board of Education (Board) and the Lincolnview Local Education Association (Association) for mutual consideration agree to this Memorandum of Understanding (MOU) to amend the collective bargaining agreement expiring on June 30, 2025, and the successor agreement beginning on July 1, 2025 through June 30, 2028, as follows:

1. This MOU shall take effect upon ratification and adoption of the successor agreement and continue into that agreement's term between July 1, 2025 through June 30, 2028.

2. A bargaining unit member who has been employed by the Board for at least fifteen (15) years; was rated "Accomplished" or "Skilled" in two of his/her three most recent full or partial evaluations; and is eligible to retire under STRS, may submit by December 1st notice of his/her intent to retire with a request to be rehired by the Board.

3. A member who meets these criteria and applies to be rehired prior to July 1, 2025, will be eligible if the Treasurer/designee receives a timely application by June 16, 2025, and the member's retirement is subsequently approved by STRS.

4. If the member satisfies each of the criteria in paragraph #2, the Board will accept the member's retirement, and he/she will be offered a year of reemployment under a one-year limited contract.

5. Reemployment shall be specifically dependent on the Board's satisfaction of the requirements in R.C. 3307.353, which will be attempted in good faith.

6. During this year of employment, the member shall be placed on the salary schedule at Step 10, and in the Column he/she was on immediately prior to submitting retirement.

7. The member may be eligible for Board health insurance with a single plan upon payment of 50% of the premium cost (or 60% of the premium for employee + spouse) and will no longer be eligible for HSA contributions.

8. At the conclusion of this year of employment, the member's contract shall be automatically non-renewed without Board action. It is understood and agreed this provision specifically supersedes R.C. 3319.11 and 3319.111 for evaluation and nonrenewal.

9. After the member's first year of reemployment as a retired/rehired teacher, he/she may request further reemployment, which shall be at the Board's discretion.

10. Further reemployment shall be subject to the other provisions of Article XII.

11. This MOU automatically sunsets and expires on June 30, 2028.

This MOU is based on unique circumstances, it makes no other changes to the parties' collective bargaining agreements, and it establishes no past practice. Except as specifically stated here, all other terms of the parties' collective bargaining agreements remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Association

By _____

For the Board

By _____

R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Lincolnview Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Master Contract between the Board and the Lincolnview Local Education Association, effective from July 1, 2025 through June 30, 2028.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

June 18, 2025