

07-MED-04-0543
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STATE EMPLOYMENT
RELATIONS BOARD 2314-01

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CHAMPION LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
CHAMPION EDUCATION ASSOCIATION**

2012 NOV 15 P 2:17

WHEREAS, the CHAMPION LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter referred to as the "Board"), and the CHAMPION EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), for and in consideration of extending the mutual promises contained in the Collective Bargaining Agreement entered into September 1, 2007, through August 31, 2009, which was extended by mutual agreement from August 31, 2009, to June 30, 2011, hereby agree to extend such agreement an additional three (3) years from July 1, 2011, to June 30, 2014.

The Association agrees to a wage freeze for the term of this Memorandum of Understanding from July 1, 2011, through June 30, 2014. Those bargaining unit members eligible for years of service Step increases will receive their Step increase in school year 2011-2012. However, those bargaining unit members eligible for years of service Step increases in school years 2012-2013 and 2013-2014 will not receive their Step increases.

In addition, all eligible full-time bargaining unit members desiring health insurance coverage including prescription drug coverage beginning July 1, 2013, shall pay ten (10%) percent of the premium contribution to be made each month by payroll deduction. Part-time employees shall have their benefits costs pro-rated according to the amount of time actually worked.

In addition, the parties agree to add to Article VI, "Evaluation", the following non-renewal provision:

- 6.037 (a) Limited contract teachers who are employed after July 1, 2010, who have been employed for two (2) years or fewer, shall be notified by the Superintendent if they will not be recommended to the Board for re-hiring for the next school year. Such notification shall be made at least ten (10) days prior to the Board action on their Contract, such teachers shall have the right to meet with the Board in Executive Session with representation to discuss the intended action on their Contract.

This non-renewal procedure for such teachers supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teachers shall no right to challenge said non-renewal pursuant to O.R.C. §3319.11 or §3319.111 or through the negotiated grievance procedure or other tribunal.

- (b) After the two (2) year probationary period, a teacher who seeks relief from non-renewal of a teaching contract may either pursue his or her rights under the Collective Bargaining Agreement, including the right to the grievance procedure and arbitration or, at the teacher's option, pursue his/her statutory rights. Once selecting an option, a teacher is confined to the option. Non-renewal of all teachers not covered by Section (a) shall be in accordance with Ohio Revised Code §3319.11 and Section 6.036 of this Contract.

In addition, the parties agree to add to their Collective Bargaining Agreement a section involving continuing contracts.

Teachers shall be eligible for continuing service status in accordance with Ohio Revised Code §3319.11. However, if a person becomes eligible during the term of his limited contract status, the continuing contract shall not be awarded until the limited contract expires. The awarding of a continuing contract must wait until the end of a currently accepted and existing limited contract.

The parties to agree to extend all other terms and conditions of their present Collective Bargaining Agreement initially entered into from September 1, 2007, through August 31, 2009, and extended until June 30, 2011, for the term of June 30, 2011, through June 29, 2014. The parties also agree to incorporate the above changes and additions into a new Master Agreement and printed with the costs equally shared between the Board and the Association.

IN WITNESS WHEREOF, the undersigned representatives of the Association and the Board hereunto set their signatures at Warren, Ohio, this 27 day of June, 2011.

FOR THE ASSOCIATION:

Barbara Beachler

David Murdoch

John Hill

FOR THE BOARD:

Roger L. Samuelson

Michael Steyer

Brian Gilligan