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MASTER CONTRACT

Between the

GOSHEN EDUCATION ASSOCIATION

An affiliate of the

OHIO EDUCATION ASSOCIATION

And the

NATIONAL EDUCATION ASSOCIATION

And the

**GOSHEN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

STATE EMPLOYMENT
RELATIONS BOARD
2011 JUN 29 P 2:32

EFFECTIVE:

AUGUST 1, 2010 TO JULY 31, 2015

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ARTICLE 1:
RECOGNITION

1.01 ASSOCIATION RECOGNITION

The Goshen Local School District Board of Education, hereinafter referred to as the Board, recognizes the Goshen Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated licensed employees who are under contract with the Board to teach for a full school year, excluding all substitute teachers and all full-time administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.

1.02 BOARD RECOGNITION

The Association recognizes that the Board is the duly elected public body charged by law with the authority and responsibility to establish the education policies of the Goshen Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the school district shall be governed pursuant to 3313.20 and 3313.47 of the *Ohio Revised Code* (O.R.C.). In addition, and subject to the limitations specifically set forth in this Contract, the Association recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management of the Goshen Local School District as specified in Section 4117.08 of the O.R.C.

ARTICLE 2:
PROFESSIONAL NEGOTIATIONS PROCEDURES

2.01 DEFINITIONS

- 2.0101 **Day** means calendar day unless otherwise indicated.
- 2.0102 **Good Faith** – The obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are negotiable. All parties are obliged to deal openly and fairly with each other. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. Such obligation shall not require either party to change his proposal on any matter being negotiated.
- 2.0103 **Party** – When used shall mean the Association and the Board.

2.02 INITIATING NEGOTIATIONS

- 2.0201 All requests for the initiation of negotiations shall be made in writing. The request initiated by the Association shall be directed to the Superintendent; the request initiated by the Board shall be directed to the President of the Association. The written request for negotiations shall include:
- A. Date of letter;
 - B. Statement of matters to be discussed.
- 2.0202 A written reply shall be sent by the receiving party within five (5) calendar days of receipt of said request. This letter shall include:
- A. Date of letter;
 - B. Time, place and date of three (3) proposed dates for the initial negotiation session.
- 2.0203 All negotiations shall be in accordance with the reopener provisions of this Contract.
- 2.0204 The requesting party shall serve a copy of the request and the current Contract upon the State Employment Relations Board (SERB).

2.03 NEGOTIATION SESSIONS

- 2.0301 The parties shall meet at a time and place mutually agreed upon. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.
- 2.0302 All issues proposed for discussion shall be reduced to writing in comprehensive style by each party, the Board and the Association, and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not presented at the first meeting.

2.04 NEGOTIATION TEAMS

- 2.0401 Each team shall be made up of six (6) people of the party's choice. Each team shall designate a chairperson. All bargaining shall be done exclusively by said teams. Each party shall be permitted two (2) observers.
- 2.0402 The parties may call upon consultants to assist in preparing for bargaining and utilize them for consultation during bargaining sessions. The expense of the consultants shall be born by the party requesting such. A limit of two (2) consultants may be used by each party in any one (1) session.

2.05 INFORMATION

- 2.0501 The designated representatives of the Board and the Association agree to make available to each other upon written request within ten (10) days all available public information. The Board Treasurer shall provide the Association agent the following as they become available:
- A. Training and experience grid
 - B. Treasurer's monthly financial reports
 - C. Certificated Staff Form CS-1
 - D. Form 4502
 - E. Any and all Auditor's Amended Certificates of Estimated Resources
 - F. Annual Appropriations Resolution
 - G. July Tax Budget
 - H. Annual Summary Report and rate increase data for all insurance coverage
 - I. Five Year Forecast

2.06 CAUCUSES

Either group shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one (1) hour unless otherwise mutually agreed.

2.07 ITEM AGREEMENT

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

2.08 AGREEMENT

- 2.0801 When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorable to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the Association President. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.
- 2.0802 After the agreement is ratified and approved by both the Association and the Board it shall be executed by the parties.

2.09 IMPASSE

- 2.0901 In the event that agreement cannot be obtained on all issues being negotiated within sixty (60) days of the first negotiation session, either party may declare impasse on issues being negotiated, except that the parties may mutually agree to withdraw any negotiation issues and submit them to ratification procedures as herein before described.
- 2.0902 If impasse is declared, the parties shall request the services of the Federal Mediation and Conciliation Service to assist in negotiations.
- 2.0903 Mediation shall last for twenty (20) calendar days from the parties' first meeting with the mediator. If no agreement is reached during the mediation period, the impasse procedure shall be deemed completed and an ultimate impasse shall exist. The time for mediation may be extended by mutual agreement of the parties. In addition, if an agreement has not been reached through the mediation process, the Association agrees that it will submit the Board's final offer to the bargaining unit for a vote. If the final offer of the Board is not rejected by a simple majority (50%+1) of those in attendance, then it shall be deemed accepted by the Association and be included in any contract between the parties.
- 2.0904 The Association and the Board agree that the impasse procedure above constitutes the parties' entire mutually agreed upon dispute settlement procedure and replaces the statutory impasse procedures of ORC 4117.

2.10 REOPENER PROVISIONS

- 2.1001 Upon request made after April 15, 2009, the parties shall enter into negotiations for a successor contract to include language, salary, insurance and supplemental salaries.
- 2.1002 The date set forth in 2.1001 above may be extended by the parties.

2.11 RIGHT TO STRIKE

In the event all of the impasse procedures set forth in the Contract have been fully completed and no agreement has been reached between the parties and the effective date of the Contract provisions at issue have expired and the Association has given the statutory notice to strike required by Chapter 4117 of the *Ohio Revised Code*, then, in that event only, the Association may exercise its statutory right to strike.

The Board agrees that this provision of the Contract provides the Association the contractual right to strike on issues that are negotiable under the reopener provision of this Contract.

ARTICLE 3:
GRIEVANCE PROCEDURE

3.01 DEFINITIONS

3.0101 Grievance

An alleged violation, misinterpretation or misapplication of the written provisions of this agreement.

3.0102 Grievant

The grievant shall be defined as the person who has allegedly been harmed by the alleged violation, misinterpretation or misapplication of this Contract or the Association if it involves a violation of Article III (Association Rights) and/or two or more members of the bargaining unit who have allegedly been harmed by the same violation of the Contract.

3.0103 Day

For the purpose of the grievance procedure a day shall be defined as a day when school is in session.

3.0104 Immediate Supervisor

Immediate Supervisor shall be defined as the person who allegedly is responsible for the violation, misinterpretation or misapplication of this Contract.

3.0105 Representation

A grievant shall have the right of representation at any level of this procedure. This, however, shall be limited to a single representative at Steps One and Two of the procedure. If the grievant elects to be represented at these levels, the supervisor hearing the grievance may have an observer as well.

3.0106 Time limits provided for in this Article shall be considered a maximum unless otherwise extended by mutual agreement by the parties involved. Failure of the grievant to proceed within the specified timelines shall mean that the grievance has been resolved by the recommendations stated in the previous level. Failure of the administrator to respond in the time limit stated shall mean the grievance automatically shall proceed to the next level.

3.02 PROCEDURE

3.0201 Step One

Any person having a grievance shall first discuss such grievance with his/her immediate supervisor. The person shall indicate to the supervisor that this is Step One of the grievance procedure.

3.0202 **Step Two**

- A. If this discussion at Step One does not resolve the grievance to the satisfaction of the employee, such grievant shall have the right to file a written grievance with the supervisor involved in Step One. If said grievance is not filed within thirty (30) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision of the Contract allegedly violated, misinterpreted or misapplied.
- B. A copy of said grievance shall be filed with the supervisor involved in Step One. The grievant shall have a right to request a hearing before the supervisor involved in Step One.
- C. It shall be at a time mutually agreeable to the grievant and his/her supervisor. If the grievant is accompanied by an employee of the district at the hearing, the supervisor may likewise have an employee of the district as a witness and/or observer at said hearing.
- D. The supervisor shall take action on the grievance within seven (7) days after the receipt of said grievance or if a hearing is requested, within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing by the supervisor and sent to the grievant.

3.0203 **Step Three**

- A. (If supervisor is other than the Superintendent)
- B. If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or his/her designee. Failure to file such appeal within seven (7) days from the receipt of the written decision of the supervisor shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) days of the receipt of the request or at a mutually agreed date. The grievant shall be advised in writing of the time, place and date of said hearing and shall have the right to be represented at such hearing by a representative of the Association and the supervisor may be represented by a person of his/her choice.
- C. The Superintendent or designee shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing or within seven (7) days of the receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the supervisor.

3.0204 **Step Four**

- A. If the grievant is not satisfied with the decision of the Superintendent, he/she may within five (5) days of the written decision present the grievance to an arbitrator by giving written notice to the Superintendent.
- B. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding upon the Board and the grievant.
- C. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion or limit or interfere in any way with the powers, duties, and rules and regulations having the force and effect of law. The arbitrator shall have no power to add to, subtract, change, modify or amend any terms and provisions of this Contract.
- D. The costs for arbitration shall be shared equally by the Board and the Association (hearing and arbitrator).
- E. No later than ten (10) work days prior to the scheduled arbitration hearing, a disclosure conference must be held either in person or by telephone conference between the representative of the Board and the representative of the Association. At this disclosure conference all documents, exhibits, evidence and names of witnesses and the nature of said witnesses' testimony must be disclosed. Failure to disclose any evidence ten (10) days prior to the hearing at this disclosure conference shall result in the exclusion of said evidence, exhibit or testimony from being introduced and/or utilized at the arbitration hearing.

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3.03 GRIEVANCE FORM

NAME OF GRIEVANT _____ DATE _____

BUILDING _____

STATEMENT OF CAUSE OF GRIEVANCE INCLUDING CONTRACT PROVISION VIOLATED (IF APPLICABLE):

REMEDY REQUESTED:

Signature of Grievant(s)

Signature of Grievance Chairperson

**ARTICLE 4:
ASSOCIATION RIGHTS**

The Association shall have the rights and privileges as set forth hereafter.

4.01 INTER-SCHOOL MAIL AND MAILBOXES

The Association shall have the right to use the inter-school mail system and mailboxes to disseminate Association information.

4.02 USE OF BUILDINGS & FACILITIES

4.0201 With the consent of the principal and if not used for other school purposes, the Association may use the school buildings within the district for meetings. Request for the building shall be made at least two (2) school days prior to the meeting whenever possible.

4.0202 The Association has the right to keep and store filing cabinets on school property.

4.0203 The Association may have a bulletin board in each faculty lounge.

4.0204 The Association shall have the right to use copying and duplicating machines, typewriters and computers, including electronic mail, if not in use for other school purposes.

A. The Association shall pay for all supplies it uses and shall pay a per page copy charge when using Xerox or any other copying machines.

B. If any equipment is damaged while being used by the Association, the Association shall pay the cost of repairing same if the damage was caused by abuse.

4.03 BOARD POLICY BOOK

A copy of the Board policy book shall be provided to the Association President and Vice President as well as revisions of policies as they occur. Additionally, copies of the current Board Policy Book shall be placed in each school's library.

4.04 ASSOCIATION ACCESS TO MEMBERS

4.0401 The Association President or designee may meet with a teacher before or after school or on each individual's lunch break and/or planning period.

4.0402 The Association President or designee shall advise the building principal or designee of his/her presence in the building and the identity of the teacher he/she wishes to meet immediately upon arriving at the building.

4.0403 The Association may meet with members during common plan time provided that the principal approves such meeting(s).

4.05 ASSOCIATION DUES DEDUCTION

- 4.0501 Teachers may thirty (30) days after the start of each semester or thirty (30) days after initial employment with the Board sign and deliver to the Board an authorization form requesting membership dues, assessments of the recognized Association and its affiliates, and contributions to the Ohio Education Association Political Action Committee. Association dues will be deducted in equal amounts over the remaining pay periods of the school year.
- 4.0502 All money so deducted shall be remitted bi-monthly to the Association Treasurer accompanied by a list of employees for whom deductions were made and the amount for each said employee.

4.06 NOTIFICATION OF SCHOOL BOARD MEETING

Written notice of regularly scheduled Board of Education meetings will be sent to the Association President by September 1 of each year. The Association President will be notified of any change in the regularly scheduled meeting. The Association President will also be notified of special Board of Education meetings. To the extent permitted by law, the entire Board meeting packet shall be provided to the Association President when they become available before the scheduled meeting. Copies of the Board approved minutes will be sent to the Association President and Association building representatives within one (1) week after approval. The Association shall provide the names of building representatives designated to receive the approved minutes to the Board Treasurer.

4.07 ASSOCIATION LEAVE

- 4.0701 Whenever members are scheduled by the parties to participate during working hours in negotiations, grievances, meetings and/or conferences, they shall suffer no loss of pay.
- 4.0702 The Board shall grant a collective total of seven (7) non-cumulative days of leave with pay and fringe benefits per school year to Association officers and delegates for Association business involving employees of the school district. Four (4) additional days may be taken each year if the Association reimburses the Board for the cost of providing for substitute teacher(s). The Association President must inform the Board of employees who are approved to use said leave.

4.08 TEACHER WORK DAY ADDRESS

The Association shall be provided time during the teacher work day to address the teachers. The Association retains the right to exclude non-members from this meeting.

4.09 EMPLOYEE DIRECTORY

If the Board produces an employee directory, a copy shall be provided to the Association President.

4.10 COPIES OF CONTRACT

The Board agrees to provide an electronic version of the entire contract on the District's shared drive. The Board will provide hard copies to building administrators. GEA will provide hard copies to the GEA officers, grievance chair, all building representatives, and the negotiations chair.

ARTICLE 5:
LEAVES OF ABSENCE

5.01 PERSONAL LEAVE

- 5.0101 The Board of Education recognizes its responsibility to provide quality education every day to all students in the school district. Certainly this requires that all employees be "on the job" each day it is humanly possible. However, it is also recognized that special/personal obligations may require an employee to be absent from work. In order to assist employees with these special/personal obligations, three (3) unrestricted days per year, non-accumulative, of personal leave are authorized with pay by the Board. Personal leave may not be used to extend vacation. It shall be granted in accordance with the following conditions:
- 5.0102 Except in cases of documented emergency, weddings, and graduation of a teacher's family member, personal leave shall not be taken during the first two (2) weeks or last two (2) weeks of the school year, on the day before or after a school vacation and/or holiday, on or during an in-service day, parent-teacher conference day(s), teacher work days, nor may it be taken if more than four (4) members of the teaching staff on a given day are on a scheduled absence from the teacher's building. Extenuating circumstances such as college course meeting nights and court appearances shall be taken into consideration when approving personal leave that may occur on parent-teacher conference dates. The teacher and the building principal shall work cooperatively to reschedule conference dates.
- 5.0103 Family is defined as spouse, children (to include persons over whom the Association member is the legal guardian), father, mother, brother, sister, grandparent, step-children, step-parent, grandchildren, aunts, uncles, nieces, and nephews, or corresponding in-laws, or any person who stands in place of those relationships.
- 5.0104 Personal leave may be granted for less than one (1) day with approval from the building administration. Personal leave will not be deducted from accumulated sick leave and may not substitute for sick leave.
- 5.0105 A teacher initially employed between January 1 and March 31 for the remainder of the school year is entitled to one (1) day of personal leave. Any employee initially employed after March 31 shall not be entitled to personal leave for the balance of that school year.
- 5.0106 Any personal leave not utilized by an employee during the school year may be submitted for compensation. Said compensation shall be the per diem substitute rate paid to Goshen retirees on the last day of the school year for the year in which the compensation in lieu of personal leave is earned.

5.02 CERTIFICATED PERSONAL LEAVE REQUEST

Personal leave shall be subject to advanced approval by the Principal and the local Superintendent. The Board of Education recognizes its responsibility to provide quality education every day to all students in the school district. Certainly this requires that all employees be "on the job" each day it is humanly possible. However, it is also recognized that special/personal obligations may require an employee to be absent from work. In order to assist employees with these special/personal obligations, three (3) unrestricted days per year, non-accumulative personal leave are authorized with pay by the Board in accordance with the following conditions:

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1. Personal leave will not be deducted from accumulated sick leave and may not substitute for sick leave.
2. Personal leave may be granted for less than one (1) day with approval from the administration.
3. If the leave is an emergency and time does not permit the filing of the written request, verbal approval may be obtained and the written request completed immediately upon the employee's return.
4. Request for personal leave shall be submitted to the building principal for approval with a copy to the Superintendent at least one (1) week in advance under normal circumstances.
5. Except in cases of documented emergency, weddings and graduation of a teacher's family member, personal leave shall not be taken during the first two (2) weeks or last two (2) weeks of the school year, on the day before or after a school vacation and/or holiday, on or during an in-service day, parent/teacher conferences, teacher work days, nor may it be taken if more than four (4) members of the teaching staff on a given day are on a scheduled absence from the teacher's building.
6. Family is defined as spouse, children (to include persons over whom the Association member is the legal guardian), father, mother, brother, sister, grandparent, step-children, step-parent, grandchildren, aunts, uncles, nieces, and nephews, or corresponding in-laws, or any person who stands in place of those relationships.

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PERSONAL LEAVE APPLICATION FORM

NAME _____ TODAY'S DATE _____

DATE LEAVE REQUESTED _____ BLDG _____

PRINCIPAL

SUPERINTENDENT

DATE

Approved _____	Not Approved _____
Date _____	

5.03 SICK LEAVE

- 5.0301 Teaching personnel are considered to be under contract for twelve (12) months. All personnel must present a signed affidavit for the use of sick leave.
- 5.0302 Each teacher who is employed by the Board shall be granted sick leave with pay at the rate of one and one-fourth (1-1/4) days per month of completed service to a maximum of fifteen (15) days per school year. Sick leave shall be cumulative to two hundred twenty-five (225) days.
- 5.0303 Employees may use a reasonable number of sick days for absence due to personal illness, injury, exposure to contagious disease, pregnancy-related illness, complications and conditions of a pregnancy, and for illness or death in the employee's immediate family. Immediate family is interpreted as meaning spouse, children (to include persons over whom the Association member is the legal guardian), father, mother, brother, sister, grandparents, step-children, step-parent, grandchildren, aunts, uncles, nieces, and nephews, or corresponding in-laws, or any person who stands in the place of those relationships.
- In addition, a reasonable number of sick days for death of the following: brother-in-law, sister-in-law, aunts and uncles, son-in-law and daughter-in-law, step-children, and step-parents.
- 5.0304 If a school employee is absent for reasons covered by sick leave, before he has had sufficient time to accumulate sick leave balance, in an effort to avoid salary deductions, the following policy will prevail:
- A. A deficit of not more than five (5) days may be debited against anticipated accumulative sick leave.
 - B. No debit will be for a period extending beyond August 31st.
- 5.0305 After the employee's use of six (6) consecutive days of sick leave, the Board may require the employee to provide a written statement from his/her physician indicating the nature of his/her illness and the fact that the employee was medically unable to perform his/her contractual duties on the days sick leave was requested. In such event, the Board shall pay the reasonable cost for the physician's written statement.

5.04 SABBATICAL LEAVE

- 5.0401 Any member who has completed at least five (5) years of service with the district may be granted a sabbatical leave of absence with or without pay for professional study and/or research and/or professional improvement for one (1) or two (2) semesters.
- 5.0402 Any member on leave without pay may continue to participate in any and all of the group insurance plans provided that he/she pays one hundred percent (100%) of all his/her premiums of his/her choice on the fifteenth (15th) day of the month before it is due.

5.05 PROFESSIONAL LEAVE

- 5.0501 An employee wishing to attend an educational conference, meeting, or convention may be granted permission upon approval of the Superintendent.
- 5.0502 The Board is authorized, under O.R.C. 3313.20, to pay reasonable expenses for attendance at professional or other necessary meetings. Requests for approval for professional travel shall be made through the principals to the Superintendent.
- 5.0503 An employee of the Board of Education, with the permission of the Superintendent, may be absent not to exceed one (1) day in any one (1) year, without the loss of pay, for the purpose of observing the work in some other school. The work to be observed shall be closely related to the regular duties of the employee. Employees who take such professional leave must provide, no later than thirty (30) days after the completion of the observation, a written report concerning the observation. The written report shall include lessons learned and suggestions and/or modifications to the teacher's technique and/or the school district's curriculum process.
- 5.0504 Attendance shall be required at all professional meetings for which released time has been granted.
- 5.0505 A professional meeting is defined as a meeting in which the program is designed to enhance the skills of the individual in the performance of his/her assignment in the school system. Attendance at such meetings requires advance approval of the Superintendent. Applications should be made on the appropriate forms and should be accompanied by a program.

5.06 ASSAULT LEAVE

- 5.0601 Any service-connected case of physical assault on a member of the bargaining unit causing physical injuries to said member occurring while the member is performing his/her contractual duties shall entitle the member to use assault leave if he/she is medically unable to perform his/her duties as a result of the assault. When an assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of thirty (30) days per member each work year. Assault leave is not accumulative.
- 5.0602 Medical verification shall be furnished to the Superintendent for all absences requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) days per occurrence. In such event, the Board shall pay the full cost of the examination.
- 5.0603 Request for assault leave shall be accompanied by a detailed statement regarding the facts of the incident which led to the necessity for assault leave. Within a reasonable amount of time, the employee must report the assault to the applicable law enforcement jurisdiction and must provide the school district copies of any related police reports.

5.07 MEDICAL LEAVE

- 5.0701 Each member of the bargaining unit who is unable to work because of illness and/or other disability, including, but not limited to, pregnancy and who has exhausted or chosen not to utilize his/her sick leave benefits, shall be placed on an unpaid medical leave of absence for the period of time said member is medically unable to perform his/her duties to a maximum of two (2) consecutive years at his/her request.
- 5.0702 The Board shall continue to provide and pay the insurance benefits of members for the employee pursuant to the provisions of the Family Medical Leave Act. After the member's benefits under the Family Leave Act have been exhausted, the member may elect to continue to maintain insurance benefits provided he/she pays the Board's Treasurer in advance one hundred percent (100%) of all his/her premiums of his/her choice.
- 5.0703 At the expiration of a medical leave, the Superintendent or designee shall require a returning member to provide a medical statement from his/her physician that he/she is able to resume his/her duties.
- 5.0704 Upon the return to service of the member at the expiration of such leave, he/she shall resume the contract status which he/she held prior to such leave.

5.08 CHILD CARE LEAVE

- 5.0801 A teacher desiring child care leave must request such leave within two (2) weeks after the birth of the teacher's child. Said leave shall commence the day after the expiration of the teacher's sick leave or medical leave without pay and shall continue for the remainder of the semester in which the leave is requested. If there are less than forty-five (45) days remaining in the semester in which the leave is requested, the teacher may, at the teacher's option, request that this leave extend to the end of the succeeding semester.
- 5.0802 This leave shall apply to adoption, with the request for leave being made as soon as the teacher becomes aware of the placement of the child with the teacher.
- 5.0803 The leave request filed by the teacher shall specify the teacher's date of return to work which shall be at the start of a semester as provided above.
- 5.0804 The term of a teacher's limited contract shall not be extended by child care leave.

5.09 FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act and corresponding federal regulations (PL 103-3) shall apply to all eligible members of the bargaining unit.

5.10 MILITARY LEAVE

- 5.1001 Any member of the bargaining unit who has left, or leaves, a district teaching position, by resignation or otherwise, and within forty (40) school days thereafter has entered, or enters, the armed services of the United States or the auxiliaries thereof, or such other services as are specified in Section 124.29 of the Revised Code, and who has returned, or returns, from such service with a discharge other than dishonorable, shall be re-employed by the Board under the same type of contract as that which he/she last held in the district, if such member shall, within ninety (90) days after such discharge,

apply to the Board in writing for re-employment. Upon such application, such member shall be re-employed at the first of the next school semester, except if such application is made less than thirty (30) days prior to the first of such next semester, in which case such member shall be re-employed the first of the following school semester, unless the Board waives the requirement of such thirty (30) day period.

5.1002 Each member returning from military leave shall be returned to a position within his/her area(s) of certification. For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though teaching service has been performed during such time.

5.1003 The Board may suspend the Contract of the member whose services become unnecessary by reason of the return of a member from service in the armed services or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code. Such member shall be advised at the time of hiring they are filling the position of a person on military leave who may be returning to the employment of the district.

5.11 JURY DUTY

A member of the bargaining unit shall receive his/her regular rate of pay while serving on jury duty. An employee must, upon the day of return to work, submit written verification to the building principal regarding the days served on jury duty as well as a copy of the jury summons and/or subpoena.

ARTICLE 6:
EMPLOYMENT PRACTICES

6.01 COMPLAINT PROCEDURE

- 6.0101 If a parent or other member of the public has a complaint against a teacher, the complaining person will follow these guidelines:
- 6.0102 Complainants should be referred to the teacher by appointment. It is the responsibility of the building principal to discuss all concerns directed to him/her.
- 6.0103 Unresolved matters from (6.0101) above or if the complainant refuses to meet with the teacher, the principal will meet with the teacher and inform the teacher of the nature of the complaint and give the teacher the opportunity to present his/her written response to the complaint.
- 6.0104 If the principal feels there is a basis for the complaint and if a written reprimand is to be issued by the principal, then the teacher shall be given the opportunity to present any rebuttal documentation and have same attached to the written reprimand and meet with the Superintendent.
- 6.0105 Unresolved matters from (6.0103) above or problems and questions concerning the system should be directed to the Superintendent, who shall have the final authority in processing the concern.
- 6.0106 Written reprimands for any other reasons shall not be issued until the principal has given the teacher the opportunity to meet with the principal to discuss the matter.
- 6.0107 In the event that a parent or member of the public attempts to lodge a complaint directly with the Board of Education, the Board of Education shall refer the complaining party to the building administrator in accordance with this provision. The Board shall meet with the complaining party directly only after the complaining party has met with the building administrator and/or the Superintendent.
- 6.0108 The complaint procedure will not be used for allegations of child abuse. Those complaints will be reported and investigated as required by Ohio law.

6.02 TEACHER REPRIMAND

- 6.0201 Notes of conferences or written reprimands shall not be issued until the principal or other supervisor has given the bargaining unit member the opportunity to meet with the principal or other supervisor to discuss the matter. The teacher shall have the right of written rebuttal of the above mentioned material.
- 6.0202 In the event these materials are transferred to the official personnel file, the teacher shall be so notified.
- 6.0203 Advance written notice of such a conference shall be given to the bargaining unit member. A bargaining unit member shall be entitled to be accompanied by a representative of his/her choice at any reprimand conference or meeting.

6.03 PERSONNEL FILES

- 6.0301 There shall be one (1) official personnel file for each member and it shall be maintained in the office of the Superintendent. To the extent permitted by law, personnel files will be considered a confidential file, except for that information which is directory information, and the only official file of recorded information of teachers maintained by the Board and administration.
- 6.0302 A member shall be able to review his/her personnel file in the office of the Superintendent during the regular business hours of the Board. The file shall be reviewed in the presence of the Superintendent or designee. The 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 the member, including the signature of said member.
- 6.0303 In addition to the member, the individual members of the Board of Education, Superintendent, Director of Personnel and Student Services, building principals and any other administrator who has a legitimate district-related reason for reviewing the file shall have access to same.
- 6.0304 Evaluations and/or derogatory information placed in the teacher's personnel file shall include the initials of the teacher and the administrator placing material in the file, with the date of examination by the teacher and the date the materials were placed in the file. If the teacher refuses to initial the material, it may be placed in his/her file as long as it has been shown to him/her first. Initialing of the material by the teacher does not indicate agreement with the content of the material but indicates it has been seen by him/her.
- 6.0305 A member shall have the right to attach a written reply or rebuttal to any material being placed in his/her file and this reply shall be attached to the material in question. In order to utilize the right to attach a written reply or rebuttal to any material placed in an employee's file, the employee must provide the reply or rebuttal within thirty (30) working days after receipt of notice that such information will be placed in the employee's file.
- 6.0306 Notwithstanding the above, anonymous letters or material shall not be placed in a teacher's file and shall not be utilized in relation to any employment action to include but not limited to renewal, discipline and/or reprimand.
- 6.0307 Any member shall have the right to obtain a photostatic copy of any item in his/her file upon the payment of the reasonable cost of photocopying said material.

6.04 RENEWAL OF CONTRACT

- 6.0401 Non-renewal of a limited contract shall be in accordance with 3319.11 *Ohio Revised Code*.
- 6.0402 Termination of a limited contract during its term or a continuing contract shall be in accordance with 3319.16 and 3319.161.

6.05 NOTIFICATION OF VACANCY AND APPLICATION FOR TRANSFER

- 6.0501 Beginning April 1 of each school year and through the end of the school year, the Superintendent or designee shall post written notification of all teaching vacancies for the next school year on the bulletin board in each teachers' lounge which is provided for the use of the Association. The posting shall include the qualifications necessary for the vacancy, information on how to apply, and the deadline for applications.
- 6.0502 During the months of June, July and August, a current list of vacancies, including the buildings in which the vacancies exist, shall be posted in the central office. Postings shall be sent by mail to all bargaining unit members with the second paycheck each month and at the time of posting to those who have a written request on file with the Board Treasurer to be provided summer postings.
- 6.0503 Any bargaining unit member wishing to be considered for a transfer may notify the Superintendent in writing of his/her desire for a transfer and the positions for which he/she would like to be considered in the event an opening should occur. These written requests for transfer should be filed with the Superintendent between April 15 and May 15.
- 6.0504 The Association recognizes that the Superintendent is delegated with the sole discretion to assign and transfer members in the district. Nevertheless, upon request, a member who is being transferred involuntarily may meet with the Superintendent and be told the reason for the involuntary transfer. The bargaining unit member may request the reasons in writing.
- 6.0505 Involuntary transfers which are caused by and the result of a reduction in force shall be done with the least senior bargaining unit member currently teaching in the certification of the vacancy being transferred first. Seniority shall be defined as the length of continuous service in the school district.

6.06 REDUCTION IN FORCE

- 6.0601 If it becomes necessary to reduce the total number of teaching positions from one school year to the next as the result of reasons set forth in 3319.17 of the *Ohio Revised Code* or because of financial reasons, reduction by attrition will be used to the extent possible. If further reductions are required, limited contracts shall be non-renewed on the basis of seniority by area of certification. If it becomes necessary to reduce further after all expiring limited contracts have been non-renewed, the remaining multi-year limited contracts and continuing contracts shall be suspended in accordance with 3319.17 of the *Ohio Revised Code*.
- 6.0602 Seniority for the purposes of the suspension of contracts pursuant to 3319.17 shall mean the number of continuous years of district service commencing with the most recent date of employment by the Board. Approved leaves of absence shall not be considered a break in seniority. When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend action to reduce staff to the Association and the teachers prior to such action of the Board.
- 6.0603 The seniority list shall be posted annually by October 15. The Board shall prepare and post on the designated bulletin board in each building/work site, a seniority list by date of hire. Said list shall be provided to the Association President on or before the date of posting.

- 6.0604 Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Board and its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents 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 thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.
- 6.0605 Teachers whose contracts have been suspended pursuant to 3319.17 of the *Ohio Revised Code* will be recalled in the order and in the manner provided by 3319.17, O.R.C. Displacement rights for those teachers whose contracts have been suspended pursuant to 3319.17, O.R.C. shall be exercised by all teachers within their respective contract status (continuing contract – tenured or limited contract) with no limited contract teacher exercising displacement over tenured teachers. Displacement shall be limited to areas of the teacher's certification.
- 6.0606 Any teacher whose contract is suspended pursuant to this Section of the Contract shall be placed on a priority list for re-employment for two (2) years. If a vacancy occurs in such a teacher's area of certification/licensure and if the teacher has taught within that area of certification/licensure within the last four (4) years, teachers meeting these qualifications on the priority list will be offered a vacancy before outside applicants are considered. If a teacher is certificated/licensed for the vacant position but has not taught in that certification/license in the last four (4) years, he/she shall be considered as an applicant for the vacant position and will be interviewed for same.
- 6.0607 If a teacher refuses an offered vacancy, his or her name shall be removed from the priority list and the Board's obligation hereunder terminated.
- 6.0608 The Board has fulfilled its responsibility herein by sending a written notice of vacancy to a teacher on the list by certified mail at the last address left by the member. Unclaimed, refused, or non-deliverable notices, as well as failure to respond within ten (10) days of the posting of the notice, shall constitute refusal of vacancy.
- 6.0609 The Reduction in Force provisions of this Contract shall supersede and replace the Reduction in Force provisions of the *Ohio Revised Code* 3319.17 in which it is in conflict.

6.07 LIAISON COMMITTEE

The President and Vice President of the Association and the Superintendent shall meet once a month to discuss matters of concern to the Association on a district-wide basis. Additional meetings may be requested by either party and shall be held with the consent of the other.

6.08 BUILDING LEVEL COMMUNICATION

At the request of the Association's building representative who shall be a teacher assigned to teach at the building, the principal shall meet with him/her once a month and discuss teacher concerns at that building. Additional meetings may be requested by either party and shall be held with the consent of the other.

6.09 PARENT/TEACHER CONFERENCE

Parent/teacher conferences shall be held once in each semester as determined jointly by the Administration Calendar Committee with approval of the Board of Education.

6.10 EVALUATION INPUT

- 6.1001 In the event the Board is considering a change in the evaluation instrument, a committee will be formed of teachers and administrators who will study and make recommendations to the Board with regard to changes under consideration.
- 6.1002 The Board will consider the recommendations provided which will not be binding upon the Board and the Board shall make those revisions it deems best in its sole discretion.
- 6.1003 Accommodations may be made for teachers on scheduled sick leave, FMLA or child care leave which may result in the performance of any of the observations and/or evaluations outside of the time period set forth in ORC 3319.11 and 3319.111. Regardless of the above, the teacher and the evaluator may mutually agree to waive the evaluations and/or observations due to the scheduled leave.

6.11 SEQUENCE OF INDIVIDUAL CONTRACTS

- 6.1101 The length of limited contracts offered to teachers will be as follows, unless the teacher is non-renewed:
- A. First year – one year
 - B. Second year – one year
 - C. Third year – one year
 - D. Thereafter – two (2) years

The Board may give a one (1) year contract after the third year based upon performance deficiencies documented through the evaluation process. The administrator performing the evaluation shall provide assistance to the teacher to help improve the deficiencies (i.e., mentoring with another teacher, opportunities for professional growth, observation of other teachers, etc.).

- 6.1102 Qualifications for Continuing Contract are determined by Ohio Revised Code Sections 3319.08 and 3319.11. However, any teacher eligible for Continuing Contract at the expiration of his/her limited contract must provide written notice to the building principal, on or before October 1, that upon the expiration of his/her current limited contract, the teacher will be eligible and meet all qualifications for a Continuing Contract. Failure to notify the principal in writing prior to October 1, in the year of the expiration of the teacher's limited contract shall result in the teacher receiving a one year limited contract. This contract shall not be considered an extended limited contract pursuant to the requirements of the ORC 3319.11. Upon completion of the one year limited contract, the Board shall consider the staff member for continuing contract status. Failure to provide this notification may constitute a waiver of any claims, statutory rights, or a continuing contract by operation of law. This provision supersedes and replaces where applicable those requirements of the ORC Sections 3319.08 and 3319.11.

6.12 EXTENDED LIMITED CONTRACT STATUS

Teachers who have met all qualifications for a continuing contract, but have not corrected the deficiencies documented during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board, on or before, April 15th. The teacher may be placed on an extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract, he/she shall be given a

continuing contract. This provision shall supersede and replace the process for providing an extended limited contract pursuant to *Ohio Revised Code* Sections 3319.11 and 3319.111.

6.13 ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)

The parties shall identify and discuss working conditions impacted by the Elementary Secondary Education Act.

6.14 MAINTENANCE OF TEACHER LICENSES/CERTIFICATES

Teachers hired as of July 1, 2006 shall, as a condition of continued employment, renew and maintain all state teacher licenses and/or certificates in effect at the time of the teacher's initial hire date and for a period of five years thereafter.

6.15 REHIRING OF RETIRED TEACHERS

6.1501 If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the condition set forth in this Article and only the conditions set forth in this Article shall apply to the employment of these individuals.

6.1502 Rehired retired teachers working in the district prior to April 1, 2003 shall be protected at their current negotiated agreements and shall not be affected by the terms of this provision.

6.1503 The salary to be paid to the returning teacher shall be set between 0 years of service and ten (10) years of service through negotiation with the teacher. Placement shall be determined solely through negotiations between the Board and the individual and shall not be subject to ORC 3317 or any other section of the *Ohio Revised Code*.

6.1504 Individuals employed pursuant to this provision shall be eligible for Board of Education insurance plans depending upon the placement on the salary schedule. If the individual does not want Board paid health insurance the individual may negotiate a greater placement on the salary schedule.

6.1505 Teachers employed pursuant to this provision shall receive a one year limited contract and shall not be eligible to receive a continuing contract regardless of their years of service or license held.

6.1506 Each one year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with ORC 3319.111 or to take formal action to not re-employ the employee pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

6.1507 Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the parties.

6.1508 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article 6, Section 6.06.

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- 6.1509 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- 6.1510 Subject to these provisions, re-employed teachers are part of the bargaining unit.
- 6.1511 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.
- 6.1512 Employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
- 6.1513 Pursuant to the authority provided by ORC 4117.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11, ORC 3319.111, ORC 3319.141, ORC 3319.17, Chapter 3317, ORC Chapter 3307, this provision shall supersede and replace the statutory law of Ohio.

ARTICLE 7:
WORKING CONDITIONS

7.01 WORK DAY

- 7.0101 The regular teacher workday shall be seven (7) hours and thirty (30) minutes in length which shall include at least thirty (30) consecutive uninterrupted duty-free minutes for lunch. The providing of a lunch period shall not lengthen the school day.
- 7.0102 All members who work full-time at an elementary school and who are classroom teachers shall be granted planning time when their pupils are being instructed by special area teachers and/or at recess, except when it is the member's duty to supervise the recess. Each member who works full-time at an elementary school shall have at least two hundred (200) minutes of planning time per week.
- 7.0103 All members who work full-time in the secondary schools and who are classroom teachers shall have a daily planning period. This planning period shall be equivalent to one (1) regularly scheduled class period in length.
- 7.0104 In addition, as part of the regular school day, members may be required to attend meetings and perform duties relating to their regular teaching responsibilities occurring before or after the workday which cannot reasonably be scheduled during the regular workday. These duties shall not include mandatory attendance at PTO meetings. Attendance at open house became mandatory in the 1999-2000 school year. However, the Superintendent may exempt teachers with reasonable excuses or conflicts.
- 7.0105 Members shall be required to attend no more than ninety (90) minutes of faculty meetings a month which occur outside of the regular workday.
- 7.0106 A committee of teachers shall meet with the building principal prior to each school year to address building concerns about continuous minutes of plan per student day. The goal of the committee shall be to achieve continuous minutes of plan time per student day for members of the bargaining unit.

7.02 WORK YEAR

The teacher work year shall be one hundred eighty-four (184) days in length. Of these one hundred eighty-four (184) days, one hundred seventy-nine (179) days shall be days when students are scheduled to attend schools. Of the remaining five (5) days, two (2) shall be parent conference days, one (1) shall be a teacher workday and two (2) shall be in-service days. The teacher workday shall be equitably divided so that one-half (1/2) is for meetings and one-half (1/2) is for teachers to work in their classrooms.

7.03 ASSISTANCE WITH PHYSICALLY HANDICAPPED STUDENTS

The Board shall make a reasonable effort to provide personnel other than bargaining unit members to assist with the needs of physically handicapped students who require special/ extraordinary medical services and/or mobility assistance.

7.04 CALAMITY DAY

- 7.0401 Teachers shall not be required to report to duty when schools are closed for the entire day because of a calamity which shall include but not be limited to extremely bad weather.
- 7.0402 On days when the opening of school is delayed, teachers will be required to report to work fifteen (15) minutes prior to the student arrival time.
- 7.0403 Individuals on a previously approved paid leave when an entire school day is canceled due to a calamity shall not be charged time from his/her eligible leave for that calamity day.

ARTICLE 8:
FRINGE BENEFITS

Beginning with the start of the school year and throughout the Contract, the Board of Education shall provide the following fringe benefits for each member of the bargaining unit requesting same:

8.01 HOSPITALIZATION, MEDICAL & DENTAL INSURANCE

8.0101 The Board shall provide the medical insurance plan offered by the Clermont County Health Consortium paying ninety percent (90%) of both the single and family premiums. The Board will establish a Section 125 program.

8.0102 The Board shall provide the Clermont County Health Consortium dental plan and contribute one hundred percent (100%) of the premium.

8.02 TERM LIFE INSURANCE

The Board shall provide fifty thousand (\$50,000.00) dollars of term life insurance for each member of the bargaining unit. Such insurance shall include provisions for double indemnity in the case of accidental death and disability coverage benefits. Individual members of the bargaining unit may purchase additional amounts of coverage from the carrier through payroll deduction.

8.03 FREE ADMISSION TO SCHOOL ACTIVITIES

Bargaining unit members shall have free admission to all school related activities and functions for which an admission is charged and which are held on Board premises.

8.04 AUTOMATIC CHECK DEPOSIT

All employees as of January 1, 2007 shall be required to enroll in an automatic direct deposit of employee paychecks program.

8.05 TUITION FREE ATTENDANCE AT GOSHEN FOR CHILDREN OF TEACHERS

Teachers who are not residents of the Goshen Local School District but who wish their children to attend the Goshen Local Schools shall, upon request prior to August 1, be permitted to enroll their children in the Goshen Local Schools based on the District's criteria used to determine eligibility for open enrollment, excluding the provision requiring students to live in contiguous districts. Any teacher's children currently attending Goshen Local Schools, along with any and all siblings of those children, shall be grandfathered under the tuition free attendance policy as stated in the Collective Bargaining Agreement dated August 1, 2003 – July 31, 2006. New hires must notify the Board in writing by October 1.

8.06 TUITION REIMBURSEMENT

8.0601 The Board shall agree to commit an amount of at least forty thousand dollars (\$40,000.00) annually to be utilized for college course tuition reimbursement.

8.0602 A teacher shall be reimbursed up to one thousand five hundred dollars (\$1,500.00) per year for course work taken from July 1 to June 30 on a graduate or post-baccalaureate level.

8.0603 The course work must be with an accredited college or university and must be approved by the Superintendent prior to teacher attendance to be eligible for reimbursement.

- 8.0604 The course work must be in one of the following:
- A. The teacher's field of certification/license.
 - B. Course work to maintain/upgrade certification/license.
 - C. In the field of education or technology.
 - D. In other course work areas as approved in advance at the Superintendent's discretion.
 - E. The teacher must request reimbursement pursuant to this provision within forty-five (45) days after the university college presents its grades and within said time frame must present proof of earned credit of a grade B or better (pass in a pass/fail course) in order to receive reimbursement. Grades/ transcripts must be submitted no later than June 30th in order to receive reimbursement on July 15th.
 - F. Reimbursement shall be paid on a pro-rata basis annually on July 15th, the amount of forty thousand dollars (\$40,000.00) or more shall be divided equally among those teachers eligible to receive reimbursement, with the exception that no teacher shall receive more than one thousand five hundred dollars (\$1,500.00) annually in tuition reimbursement.
 - G. In order to be eligible for tuition reimbursement provisions of this agreement, a teacher must be employed with the Goshen Local School District Board of Education for at least one year prior to participation in the plan. Additionally, a teacher must also be employed on a regular basis by the Goshen Local School District Board of Education both during the year the courses are taken and completed and during the time reimbursement is made.

ARTICLE 9:
COMPENSATION

9.01 SALARIES

9.0101 Effective August 1, 2011 the base salary will remain at the 2010 rate. Effective August 1, 2012 the base salary will remain at the 2010 rate. (See attached schedules). Scheduled step increases will be given during the 2011-2012 and 2012-2013 school years.

Effective August 1, 2013 the base salary will remain at the 2010 rate. Effective August 1, 2014 the base salary will remain at the 2010 rate.

The salary effective for the 2012-2013 school year for each bargaining unit member shall remain in effect for the 2013-2014 and 2014-2015 school years until July 31, 2015, except as noted herein.

Any member who has attained education qualifying them for horizontal movement on the salary schedule for the 2013-2014 and 2014-2015 school years shall have their salary adjusted to reflect salary schedule placement to the applicable column of education, but shall remain at the same experience level as their placement for the 2012-2013 school year until July 31, 2015.

After the 2014-2015 school year bargaining unit members will move to the next sequential experience step. For example, a member on step 2 in any column of the salary schedule in school year 2012-2013 would remain on step 2 in school year 2013-2014 and 2014-2015, and would move to step 3 in school year 2015-2016.

9.0102 The supplemental salary schedule shall increase the same percentages as the base salary with the following experience scale in the Goshen district being implemented:

- 0 – 2 years experience within sport or activity = current salary
- 3 – 6 years experience within sport or activity = 5%
- 7 – 9 years experience within sport or activity = 10%
- 10 + years experience within sport or activity = 15%

9.02 TRANSPORTATION ALLOWANCE

All certificated employees required to travel routinely as part of their Contract duties shall be reimbursed monthly at the applicable IRS reimbursement per mile for the use of their personal automobile. The Superintendent will recommend to the Board the personnel entitled to the transportation allowance. In no event shall employees be reimbursed for routine commuting between home and school.

9.03 EMERGENCY SUBSTITUTE COMPENSATION

In the event any teacher is assigned to take another teacher's students or any portion of another teacher's students when the teacher is on his/her planning period or is without student contact time, the teacher shall be paid twenty-five dollars (\$25.00) per period for each assignment.

In the event the administration, at its discretion, divides students among primary and elementary teachers as a result of a teacher absence, the administration shall, when possible, divide those students equally among the teachers at grade level. Elementary and primary teachers shall be compensated pro rata based on the Goshen substitute teacher's rate when receiving additional students. Teachers who use their individual plan time for IEP meetings will receive the internal substitute rate for attendance at said meetings.

9.04 SEVERANCE PAY AT RETIREMENT

- 9.0401 Upon retirement from the district and the Board's receipt of the member's written confirmation of eligibility for and pending payment of benefits from the State Teachers Retirement Fund (STRS), member shall receive severance pay from the Board in an amount equal to twenty-five percent (25%) of his/her unused accumulated sick leave up to a maximum of fifty-six (56) days of severance pay.
- 9.0402 Severance pay must be requested by that member no later than three hundred sixty-five (365) days following the member's last day of employment with the district.

9.05 SUPER SEVERANCE

- 9.0501 In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment of fifty percent (50%) of his/her accumulated but unused sick leave. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement excluding supplemental salaries. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to severance pay pursuant to Section 9.04 of this Contract upon retirement.
- 9.0502 Payment pursuant to this provision shall be made in two (2) equal installments as follows:
- A. The first payment shall be made within fifteen (15) days of the Board Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.
 - B. The second payment shall be made the following January.
 - C. In the event an employee requests that this benefit be paid in one (1) payment, the Board may do so at its sole discretion.
- 9.0503 Qualifications for retirement under STRS are as follows:
- A. Five (5) years of service at sixty (60) years of age.
 - B. Twenty-five (25) years of service at fifty-five (55) years of age.
 - C. Thirty (30) years of service at any age.

9.06 STRS PICK-UP

- 9.0601 Effective with ratification of the Contract, the Board agrees to annuitize each member's total contribution to State Teachers Retirement System by deducting that amount before each member is paid. The procedure shall be as follows:
- 9.0602 The Board shall designate each teacher's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick-up", nor shall the Board's total contribution to the STRS be increased thereby. There shall be no increased cost to the Board, except administrative costs necessary to implement this program.
- 9.0603 This pick-up plan is to be effective upon ratification of the Contract by the parties, with implementation for the pay following the above action of the parties. If there is an adverse determination by the courts, this pick-up provision shall be null and void.
- 9.0604 The members of the bargaining unit acknowledge that the Board is not liable as the result of the implementation of this program and that the employees shall assume any liability as the result of an adverse ruling by the Internal Revenue Service.

9.07 PAY PERIODS

Pay periods shall be defined as the 15th and 30th of each month. A total of twenty-four (24) pays shall occur during the calendar year.

9.08 NOTIFICATION OF RETIREMENT BONUS

Any teacher who submits his or her letter of resignation for retirement purposes no later than January 15th of the school year in which the teacher intends to retire shall be able to receive a compensation bonus of one thousand dollars (\$1,000.00). Said compensation shall be paid no later than fifteen (15)

days after separation of employment. For purposes of this provision, any retirement which is any day after the completion of the given school year shall be considered the next school year. The teacher must complete the work year.

9.09 COMPENSATION FOR TUTORING

Teachers shall be compensated twenty-five dollars (\$25.00) per hour for tutoring.

ARTICLE 10:
FAIR SHARE FEE

10.01 FAIR SHARE FEE

The Board agrees to implement a fair share fee for all new hires for the 2010-2011 school year. All employees will either be a member of the Association or pay a fair share fee beginning with the 2011-2012 school year.

10.02 PAYROLL DEDUCTION OF FAIR SHARE FEE

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or not to remain members of the Goshen Education Association a fair share fee for the Association's representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.)

10.03 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

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

10.04 SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

A. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty days employment in a bargaining unit position or
2. January 15.

10.05 TRANSMITTAL OF DEDUCTIONS

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

10.06 PROCEDURE FOR REBATES

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

10.07 ENTITLEMENT TO REBATE

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

ARTICLE 11:
CONCLUSION

11.01 PROVISIONS CONTRARY TO LAW

- 11.0101 If any provision(s) of this Contract is/are determined to be contrary to law, the provision(s) shall be deemed null and void to the limits prescribed by law, with the remaining provisions to stay in effect.
- 11.0102 In the event a provision of this Contract is determined to be contrary to law, at the request of either party, negotiations shall begin with regard to the provision of the Contract determined to be contrary to law. Negotiations shall be conducted in accordance with the negotiations procedure set forth in this Contract.

11.02 COMPLETE AGREEMENT

- 11.0201 This agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
- 11.002 Therefore, the Board and Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this agreement.

11.03 DURATION OF CONTRACT

This Contract shall become effective upon its ratification and shall expire July 31, 2015

11.04 EXECUTION OF CONTRACT

This Contract is executed by the parties on the 13th day of June, 2011.

FOR THE ASSOCIATION:

Barbara Colton
Association President

Shather Huening
Association Treasurer

FOR THE BOARD OF EDUCATION:

[Signature]
Board President

[Signature]
Board Treasurer

GOSHEN EDUCATION ASSOCIATION MASTER CONTRACT
Effective August 1, 2010 to July 31, 2015

APPENDIX A-1 TEACHERS SALARY SCHEDULE

0% INCREASE 2010-2015

EFFECTIVE AUGUST 1, 2010 THROUGH JULY 31, 2015

BASE = \$35,803

STEP	NON-DEGREE	B.A.	B.A./5 YRS.	MASTERS	MASTERS +15
0	34,013 0.950	35,803 1.000	37,164 1.038	39,383 1.100	40,636 1.135
1	35,266 0.985	37,235 1.040	38,775 1.083	41,173 1.150	42,606 1.190
2	36,519 1.020	38,667 1.080	40,386 1.128	42,964 1.200	44,575 1.245
3	37,772 1.055	40,099 1.120	41,997 1.173	44,754 1.250	46,544 1.300
4	39,025 1.090	41,531 1.160	43,608 1.218	46,544 1.300	48,513 1.355
5	40,278 1.125	42,964 1.200	45,219 1.263	48,334 1.350	50,482 1.410
6	41,531 1.160	44,396 1.240	46,830 1.308	50,124 1.400	52,451 1.465
7	42,785 1.195	45,828 1.280	48,441 1.353	51,914 1.450	54,421 1.520
8	44,038 1.230	47,260 1.320	50,053 1.398	53,705 1.500	56,390 1.575
9	45,291 1.265	48,692 1.360	51,664 1.443	55,495 1.550	58,359 1.630
10	46,544 1.300	50,124 1.400	53,275 1.488	57,285 1.600	60,328 1.685
11	47,797 1.335	51,556 1.440	54,886 1.533	59,075 1.650	62,297 1.740
12	49,050 1.370	52,988 1.480	56,497 1.578	60,865 1.700	64,266 1.795
13			58,108 1.623	62,655 1.750	66,236 1.850
14				64,445 1.800	68,205 1.905
15				66,236 1.850	70,174 1.960
18		54,421 1.520	59,719 1.668	68,026 1.900	72,143 2.015
21	50,303 1.405	55,853 1.560	61,331 1.713	69,816 1.950	74,112 2.070

GOSHEN EDUCATION ASSOCIATION MASTER CONTRACT
Effective August 1, 2010 to July 31, 2015

APPENDIX B-1 SUPPLEMENTAL SALARY SCHEDULE

BASE YEAR
 SUPPLEMENTALS

SCALE -- *Years Experience	*Experience in position with Goshen District
0-2	Current Salary
3-6	Increase 5%
7-9	Increase 10%
10+	Increase 15%

<u>POSITION</u>	Base (=1.) <u>2010-2015</u>
Athletic Director	6,389
Athletic Director -- Asst.	3,191
Football -- Head Varsity	5,796
Football -- Asst. Varsity	3,584
Football -- Head Freshman	3,191
Football -- Asst. Freshman	2,714
Football -- Asst. Freshman	2,714
Football -- Head 7 & 8 Grade	2,314
Football -- Asst. 7 th . Grade	1,739
Football -- Asst. 8 th . Grade	1,739
Asst. Football -- SMS	1,739
Football -- Cheerleading Varsity	2,072
Football -- Cheerleading Junior Varsity	1,691
Football -- Cheerleading Freshman	1,691
Football -- Cheerleading 7 th . Grade	1,691
Football -- Cheerleading - 8 th . Grade	1,691
Basketball -- Boys Head Varsity	5,796
Basketball -- Boys Asst. Varsity JV Head	3,584
Basketball -- Boys Asst. Varsity	3,272
Basketball -- Boys Freshman	3,872
Basketball -- Girls Freshman	3,872
Basketball -- Girls Head Varsity	5,796
Basketball -- Girls Asst. Varsity JV Head	3,584
Basketball -- Girls Asst. Varsity	3,272
Basketball -- Boys 7 th . Grade	2,314
Basketball -- Boys 8 th . Grade	2,314
Basketball -- Girls 7 th . Grade	2,314
Basketball -- Girls 8 th . Grade	2,314
Basketball -- Cheerleading Varsity	2,072
Basketball -- Cheerleading JV	1,691
Basketball -- Cheerleading Freshman	1,691
Basketball -- Cheerleading -- 7 th . Grade	1,691
Basketball -- Cheerleading 8 th . Grade	1,691

GOSHEN EDUCATION ASSOCIATION MASTER CONTRACT
Effective August 1, 2010 to July 31, 2015

<u>POSITION</u>	<u>Base (=1.)</u> <u>2010-2015</u>
Band Auxiliary	1,565
Band Auxiliary	1,565
Volleyball - Varsity	3,060
Volleyball - Junior Varsity	1,860
Volleyball - Freshman	1,694
Volleyball - Girls 8th. Grade	1,530
Volleyball - Girls 7th. Grade	1,530
Baseball - Varsity Head	3,234
Baseball - Asst. Varsity/JV Head	1,957
Baseball - Freshman	1,460
Softball - Girls Varsity	3,234
Softball - Varsity/JV	1,957
Track - Head Varsity Boys/Girls	3,431
Track - Asst. Varsity Boys/Girls	1,957
Track - Asst. Varsity Boys/Girls	1,957
Track - Boys 7th. & 8th. Grade	1,530
Track - Girls 7th. & 8th. Grade	1,530
Girls Track (Reinstate) Head	3,431
Cross Country - Varsity Head Boys/Girls	2,087
Cross Country 7/8 - Girls & Boys	2,087
Wrestling - Varsity Head	4,451
Reserve Wrestling	3,385
Wrestling - 7th. & 8th. Grade	2,314
Soccer - Varsity Boys	3,191
Soccer - Reserve Boys	1,981
Soccer - Varsity Girls	3,191
Soccer - Reserve Girls	1,981
Golf - Varsity	2,087
Golf - Reserve	1,625
Tennis - Boys (Spring)	2,494
Tennis - Girls (fall)	2,494
Annual Advisor - H.S.	1,910
Dramatics	2,595
Senior Class Sponsor	1,159
Junior Class Sponsor	2,314
Sophomore Class Sponsor	1,159
Freshman Class Sponsor	699
Student Council - High School	1,973
Student Council - Junior High	1,159
National Honor Society - High School	1,067
National Honor Society - Junior High	1,239
Publications SMS	605
Academic Coach	1,432
Band Director	5,124
Asst. Band Director	3,248
Power of Pen - 7th. Grade	754
Power of Pen - 8th. Grade	754
Weight Room Supervisor	3,897
Random Acts of Kindness Sponsor	1,229
Girls Bowling	1,000
Boys Bowling	1,000



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

June 28, 2011

State Employment Relations Board
65 E. State St. Suite 1200
Columbus, Ohio 43215-4213

RE: Case No. 2010-MED-05-0730
Goshen Education Association
-AND-
Goshen Local Board of Education

STATE EMPLOYMENT
RELATIONS BOARD
2011 JUN 29 P 2:32

Dear Sirs:

Please be advised that the Goshen Education Association/ OEA / NEA, and the Goshen Local Board of Education have reached a settlement in the above-referenced case. Enclosed you will find the ratified and signed successor agreement, effective August 1, 2010 through July 31, 2015.

Enclosed are two (2) copies of the contract. Please return one copy time-stamped to our office in the enclosed postage-paid envelope.

Thank you for your assistance.

Sincerely,

Dan Mueller
muellerd@ohea.org
Labor Relations Consultant

DM/jjs

Enc: Goshen Education Association Master Contract (2 copies)

C: Barb Calton, President GEA (w/o encl.)
Charlene Thomas, Superintendent (w/o encl.)

