

10-CON-01-1156
K26467
1156-01

STATE EMPLOYMENT
REGULATORY BOARD
2010 JUL 22 AM 9:44

**MASTER
AGREEMENT**

between the

MONROEVILLE TEACHERS ASSOCIATION

and the

MONROEVILLE BOARD OF EDUCATION

Effective July 1, 2010 through June 30, 2013

74

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. RECOGNITION	1
II. BARGAINING PROCEDURES	1-3
A. Timetable for Bargaining	1
B. Bargaining Meetings	1
C. Access to Information	1
D. Reaching Agreement	1
E. Impasse Procedure	2
F. Ground Rules	2-3
III. GRIEVANCE PROCEDURE	3-6
A. Grievance - Definitions	3
B. Initiation and Processing	3-4
C. Grievance Impasse	4-5
D. General Procedures	5-6
IV. INDIVIDUAL RIGHTS	6-13
A. Non-Renewal of Contracts	6
B. Sequence of Contracts	6-7
C. Teaching Contracts	7-8
D. Personnel Records	8-9
E. Evaluations	9-10
F. Assignments and Transfers	10-11
G. Preparation and Conference Time	11-12
H. Teachers Acting as Substitutes	12
I. Job Descriptions	12
J. Class Size	12
K. Contract Year	12-13
L. Academic Freedom	13
M. Cell Phone Use	13
N. Student Discipline	13
V. GENERAL CONTRACT AGREEMENT	13-18
A. Certification/Licensure	13-14
B. Workday	14
C. Extracurricular - Voluntary Basis	14
D. Entry Year Program	14-15
E. Local Professional Development Committee	15-16

<u>Article</u>	<u>Page</u>
F.	Professional Development 16-17
G.	Interactive Distance Learning (IDL)..... 17-18
H.	Free Tuition for Dependents 18
VI.	REDUCTION IN FORCE 18-20
A.	Need to Reduce 18-19
B.	Seniority List.....19
C.	Definition of Seniority19
D.	Method of Reducing19
E.	Recall Rights.....20
VII.	LEAVE PROVISIONS 20-29
A.	Sick Leave..... 20-22
B.	Personal Leave22
C.	Assault Leave..... 22-23
D.	Jury Duty.....23
E.	Parental Leave..... 23-24
F.	Uncompensated Leave 24-25
G.	Professional Leave 25-27
H.	Family and Medical Leave..... 27-28
I.	Catastrophic Leave..... 28-29
VIII.	INSURANCE PROVISIONS 29-31
A.	Major Medical and Prescription Drug Coverage 29-30
B.	Dental Insurance30
C.	Life Insurance30
D.	Waiver of Insurance 30-31
IX.	EXTRACURRICULAR SALARY SCHEDULE..... 31-34
X.	SALARY AND REIMBURSEMENT..... 34-38
A.	Salary Schedules 34-35
B.	Salary Provisions35
C.	Professional Development Reimbursement..... 35-36
D.	Severance Pay 36-37
E.	STRS Pick-up with Reduction.....37
F.	Paychecks..... 37-38
G.	Labor Management Relations Committee (LMRC)38
H.	Background Checks38

<u>Article</u>	<u>Page</u>
XI. ASSOCIATION RIGHTS AND RESPONSIBILITIES	38-41
A. Exclusive Rights	38-39
B. Association Right to Information.....	39-40
C. Payroll Deductions.....	40
D. Distribution of Agreement	40-41
XII. FAIR SHARE FEE	41-43
A. Payroll Deduction of Fair Share Fee.....	41
B. Notification of the Amount of Fair Share Fee	41
C. Schedule of Fair Share Fee Deductions	41-42
D. Transmittal of Deductions.....	42
E. Procedure for Rebate.....	42
F. Advance Reduction/Rebate of Fair Share Fee.....	42
G. Hold Harmless	42-43
XIII. MANAGEMENT RIGHTS	43
XIV. EMPLOYMENT OF RETIRED TEACHERS	43-44
XV. PROFESSIONAL DRESS AND APPEARANCE.....	44
XVI. EFFECTS OF CONTRACT	44-45
A. Duration	44
B. Signatures.....	45

APPENDICES

A-1	Teacher Evaluation Instrument.....	46-48
A-2	Coach's Evaluation Form	49-51
A-3	Supplemental Evaluation Form.....	52
B	Job Description	53-54

APPENDICES

C	Grievance Form	55-59
D-1	Salary Schedule Index.....	60
D-2	2010-2011 Salary Schedule	61
E	Employee Absence Form.....	62
F	Schedule of Insurance Benefits.....	63-68

ARTICLE I -- RECOGNITION

The Board of Education of the Monroeville Local Schools recognizes the Monroeville Teachers' Association as the sole and exclusive representative of all bargaining unit members as defined in paragraphs A and B below:

- A. For purposes of recognition, the "bargaining unit" shall include licensed/certificated teachers (full and part time), LD tutors, and special education teachers.
- B. Excluded from the unit are casual substitute teachers, including permanent substitutes, supervisory employees, and all non-certified/licensed employees.

The recognition granted herein shall preclude recognition of any other organization representing the teachers during the term of this Agreement.

ARTICLE II – BARGAINING PROCEDURES

A. TIMETABLE FOR BARGAINING

Negotiations will be conducted through meetings of the negotiators selected by the Board and the negotiators selected by the Association.

Negotiations shall begin within thirty (30) days of the request of either party provided, however, that such request shall be made no sooner than March 1 of the year in which the contract expires.

B. BARGAINING MEETINGS

The parties agree to meet and negotiate in good faith in an effort to reach agreement. Any agreement reached shall apply to all employees under the contract. The Agreement shall be reduced to writing, presented to the MTA and, if adopted, be presented to the Board for its approval and, if approved, be officially adopted by the Board of Education.

C. ACCESS TO INFORMATION

During such negotiations, the Board and the MTA may present relevant data, exchange points of view and make proposals and counterproposals. Records will be made available to the MTA and the Board of Education upon reasonable request, in writing.

D. REACHING AGREEMENT

During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiations team and set aside. No item shall be finally agreed to by the respective negotiating teams until all items have been agreed to.

E. IMPASSE PROCEDURE

In the event either of the parties declares impasse, a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

Should the parties be unable to reach agreement as the result of the mediation process as defined above, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided, however, that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.

The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon alternate dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code.

F. GROUND RULES

1. Negotiations meetings shall be preceded by a letter of request from the party wishing to initiate negotiations.
2. Negotiations shall commence within thirty (30) days of receipt of said letter unless an extension of time is mutually agreed upon.
3. The agenda for the first meeting shall be for both teams to make inquiries on the meaning and intent of the issues as presented.
4. No new proposals may be raised for negotiations by either party after the initial meeting to exchange proposals unless by mutual agreement.
5. The following shall be determined at the commencement of each meeting prior to proceeding to negotiation items:
 - a. The time, date, and place of the next meeting.
 - b. The agenda for the meeting in session.
 - c. The length of the meeting in session; however, no meeting, including caucus periods, may exceed two (2) hours unless otherwise agreed.
6. Each party shall negotiate in good faith.
7. Any lawful conduct and any conduct not in violation of this contract shall not be cause for reprisal. No action to coerce, censor, or penalize any negotiating

participant shall be made. Alleged violations of the provisions of this paragraph shall not be subject of an Unfair Labor Practice (ULP) charge.

ARTICLE III – GRIEVANCE PROCEDURE

A. GRIEVANCE – DEFINITIONS

1. A grievance shall be defined as a violation, misinterpretation, or misapplication of any provisions of the current negotiated agreement.
2. An “aggrieved party” or “grievant” as referred to herein shall mean any bargaining unit member, any group of bargaining unit members, or the Monroeville Teachers’ Association (MTA) who alleges that a grievance has occurred.
3. Parties of interest shall be the aggrieved party, MTA, or the representative selected by the grievant, building principal, and/or the appropriate administrator directly involved at the given level of this procedure.
4. A “day” shall be a school day during the school year, excluding calamity days, and a weekday (Monday through Friday) during the summer.

B. INITIATION AND PROCESSING

1. Level One, Employee
 - a. A grievant(s) will first discuss the problem with the principal or immediate superior, either individually or through the Association’s school representative, or accompanied by the representative, with the objective of resolving the matter informally.
 - b. If the grievant(s) is not satisfied with the disposition of the grievance, he/she may file a written grievance with his/her principal within ten (10) days following the act or condition which is the basis of his/her complaint. Copies of such written grievance are to be sent by the aggrieved party to the representative of the Association and to the superintendent. If the grievance is not filed within ten (10) days, the grievance shall be considered waived and may not be filed. The principal shall communicate his/her decision in writing within five (5) days to the grievant and to the superintendent.

2. Level Two

- a. Within ten (10) days of receipt by the grievant of the decision rendered by the principal, such decision may be appealed to the superintendent. The appeal shall include a copy of the decision and the grounds for appeal.
- b. The appeal shall be heard by the superintendent within ten (10) days of its receipt by him/her. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the chairman of the Grievance Committee, and any administrator who has previously been involved in the grievance.
- c. Within five (5) days of hearing the appeal, the superintendent shall communicate to the grievant, chairman of the Grievance Committee, and any administrator who has previously been involved in the grievance his/her written decision, including supporting reasons.

3. Level Three

- a. If the action taken by the superintendent does not resolve the grievance to the satisfaction of the employee(s) and/or Association, the employee or Association may appeal in writing to the Board of Education. The notice of appeal shall be sent to the superintendent and a copy filed with the president of the Board of Education. The superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education, which is held at least five (5) days from the day the appeal is received. This time limit can be waived by the Board. The aggrieved employee(s) or Association shall have the right to be represented at such meeting by counsel and/or by a representative of his/her employee organization. Nothing herein shall preclude the administration from having a representative(s) present at said Board level.
- b. The Board of Education shall act upon such appeal at that meeting. The Board of Education's act shall be based upon the recommendation of the superintendent and the arguments presented by or on the behalf of the employee(s). Copies of the final action and supporting reasons shall be sent to the employee(s) and the MTA president, superintendent, and building principal.

C. GRIEVANCE IMPASSE

1. Level Four

- a. If the aggrieved party is not satisfied with the disposition at Level Three, then he/she, with the approval of the MTA Grievance Committee, shall have the right to appeal the decision to arbitration provided the appeal notice is filed with the treasurer of the Board within thirty (30) days of receipt of the decision at Level Three.

- b. The Association may refer the grievance to the arbitrator by giving written notice to the superintendent and/or the Board of its desire to do so.
- c. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection shall be by alternate strike with either party having the right to request a second list. 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 on both the Board and the Association.
- d. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law.
- e. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract.
- f. No decision on any one case shall require a retroactive wage adjustment in any other case.
- g. The expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

D. GENERAL PROCEDURES

- 1. Time limits stipulated herein are considered maximums to ensure rapid resolution to problems. The failure to file the grievance within the time limits set forth in this Article shall constitute a waiver of the right to file the grievance. The failure to appeal the grievance within the time limits shall result in the grievance being deemed withdrawn with prejudice. Time limits may only be extended by mutual agreement of all parties concerned.
- 2. At all levels of a grievance after it has been formally presented, at least one (1) member of the Association's Grievance Committee shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
- 3. The grievant may be represented by the recognized Association at all stages of the grievance procedure.
- 4. The administration and grievance chairperson and/or designee will cooperate in the investigation of any grievance, and both parties will furnish each other with such information as it is necessary for the processing of any grievance.
- 5. It will be the practice of all parties in interest to process grievances after the regular workday has ended or at other times which do not interfere with assigned duties.

6. The form to be utilized in the processing of grievances (Levels One, Two, and Three) is that which is attached hereto as Appendix C.

ARTICLE IV – INDIVIDUAL RIGHTS

A. NON-RENEWAL OF CONTRACTS

1. No teacher employed in the district for more than two (2) years shall be non-renewed until evaluation of performance or unusual circumstances indicates non-renewal is appropriate. In no case will a teacher be non-renewed for reduction in force purposes. Prior to any non-renewal, the affected teacher shall be advised by the administrator of the administrator's recommendation for non-renewal.
2. If the superintendent intends to recommend the non-renewal of a limited contract, the teacher shall receive written notification of this intent. If the teacher desires a hearing before the Board as a result of the notification from the superintendent of his/her intent to recommend the non-renewal of his contract, the teacher may request to appear before the Board of Education and explain to the Board why it should not follow the recommendation of the superintendent.
3. The teacher is not entitled to appear before the Board of Education unless he/she requests such an appearance within seventy-two (72) hours of the receipt of notification from the superintendent of his/her intent to recommend the non-renewal of the contract. This Board meeting shall be on or after March 15.
4. The teacher shall be entitled to counsel or other representation with him/her at his/her appearance before the superintendent and at his/her appearance before the Board of Education.
5. Within five (5) days of the date of the meeting, the Board shall serve a written decision on the teacher, specifying its disposition with regard to its action of the non-renewal.
6. Supplemental contracts are not included in this non-renewal procedure.
7. The procedures listed herein shall supersede and take precedence over the requirements of Ohio Revised Code 3319.11 specifically as they relate to the non-renewal of limited contracts.

B. SEQUENCE OF CONTRACTS

1. New Teachers

No new teacher may be employed on more than a one-year contract unless:

- a. He/she had already taught at least one (1) year on a continuing contract in another school system.
- b. He/she is returning after a leave of absence or after a period of no teaching or teaching in another school system and had been eligible for more than a one-year contract when he/she left Monroeville.
- c. Credit on the teacher salary schedule will be given for previous teaching experience in a duly accredited school as defined in ORC 3317.13 upon employment. Additional credit not to exceed five (5) years for military experience or alternative civilian service required by the Selective Service System will be given upon initial employment. Full experience credit up to ten (10) years including teaching and military service shall be granted.

2. Limited Contracts

No teacher will be granted more than a two-year limited contract under any circumstances. The purpose of this is to encourage teachers to get their professional certificate/license in order to become eligible for continuing contract status.

C. TEACHING CONTRACTS

1. Only a teacher who meets the criteria set forth in O.R.C. §3319.08 may be offered a continuing contract.

Persons eligible for a continuing service contract must submit a written request for consideration for a continuing contract along with supporting documentation on or before October 1 of the year in which they are eligible. If the request or documentation is not received by October 1, the teacher will have to wait until the following school year to be considered for a continuing contract, unless the restriction is waived by the Board.

2. Temporary Certificate/License

No teacher on a temporary certificate/license may be given more than a one-year limited contract under any circumstances.

3. Contract Track

The normal schedule of awarding contracts to teachers will be as follows:

- a. One-year contract for first year at Monroeville Local Schools.
- b. One-year contract for the second year at Monroeville Schools.
- c. Two-year contracts beginning the third year at Monroeville Schools unless written reasons are given for a one-year contract.

4. Non-renewal of Limited Teaching Contracts for Probationary Employees who have been Employed for Two (2) Years or Less
 - a. Limited contract teachers who are employed after July 1, 2004, and who have been employed for two (2) or fewer years shall be notified by the superintendent if they will not be recommended to the Board for rehiring at the end of their contract. Such notification shall be made at least ten (10) days prior to Board action on their contract. Prior to 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.
 - b. This non-renewal procedure for such teachers supersedes all provisions of ORC §3319.11 and ORC §3319.111, and such teachers shall have no right to challenge said non-renewal pursuant to ORC §3319.11 or §3319.111 or through the negotiated grievance procedure or other tribunal.

D. PERSONNEL RECORDS

A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered the only official file of recorded information of professional staff members maintained by the Board and administration.

Individual professional staff members shall have access to their professional file. Requests of professional staff members to have access to their personnel files shall be handled by the superintendent or the treasurer of the Board and such access shall be during the normal administrative workday.

All materials placed in the personnel file of the professional staff member shall include the following:

1. the date the item was placed in the file,
2. the initials of the administrator and date of placing of the information in the file,
3. the signature of the staff member indicating his/her inspection if such material is derogatory in nature.

The professional staff member's signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member. He/she has the opportunity to reply to critical material in a written statement to be attached to the filed copy.

The professional staff member may submit letters of merit which shall be placed in his/her personnel file.

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

Letters of recommendation and other related information used for initial employment may be retained in personnel files or maintained by the local Board or administration including the following:

1. official transcript of college work,
2. copy(ies) of certification authorized by the State Department of Education.

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

A professional staff member will be entitled to a copy, at his/her expense, of any material in his/her file.

E. EVALUATIONS

The evaluation of teacher performance shall be the responsibility of the superintendent and principals who shall use the evaluation instrument which is attached hereto as Appendix A-1.

Evaluator – The building principal shall have prime responsibility for the evaluation which leads to a new contract, renewal or non-renewal of a contract, or dismissal. Supporting evaluation may be provided by the local superintendent, the county supervisors, and the county superintendent. In all cases, a prime responsibility of the evaluator is to make recommendations to the teacher on how the teacher's professional service can be improved, and, if necessary, how it must be improved in order to receive a satisfactory re-evaluation.

Teachers serving more than one (1) building will be assigned a principal who will be responsible for their evaluation.

The Evaluation Instrument – shall contain the professional characteristics of teaching which are evaluated. The same standardized form shall be used for all teachers, with adjustments in its use made according to the nature of the services performed by the teacher being evaluated.

Each evaluation shall be based upon at least one (1) observation of at least thirty (30) minutes duration. Within five (5) workdays after each evaluation, a copy of the completed evaluation instrument, with the evaluator's signature, will be given to the teacher and the teacher will acknowledge receipt of the evaluation in writing. A conference will be scheduled to review the evaluation unless the evaluator and teacher agree it is not necessary to do so. The evaluation will be placed in the teacher's personnel file.

Within ten (10) workdays after the evaluation conference or receipt of the evaluation if a conference is not held, a teacher may write a rebuttal to the evaluation which shall be placed in the teacher's personnel file.

Frequency

1. All new teachers to the system shall be evaluated at least one (1) time each semester.
2. All teachers eligible for contract renewal or who have requested a continuing contract shall be evaluated at least one (1) time each semester.
3. Those teachers not in category one (1) or two (2) will be evaluated a minimum of once every two (2) years. In years when the teacher is not evaluated, the teacher will complete a self-evaluation on the current approved staff evaluation form and submit a copy to their building administrator by March 15.
4. All frequencies may be exceeded if deemed necessary by the administration.

If an employee is absent for an extended period of time or so frequently that the administration cannot reasonably comply with the provisions of this evaluation process, the administration will not be required to comply with the various provisions of this section.

The procedures listed herein shall supersede and take precedence over the requirements established under Ohio Revised Code §3319.11 and §3319.111 as they relate to evaluation procedures.

F. ASSIGNMENTS AND TRANSFERS

1. All assignments of employees will be made only into areas where proper certification by the state of Ohio is evident in the form of a valid and current certificate.
2. Assignment of all employees into areas of proper certification is and will remain the responsibility of the superintendent.
3. In the event of an opening in the district:
 - a. A notice of such opening (teaching, supplemental) will be posted on the faculty bulletin board of each building, and a copy of the notice will be placed in each employee's paycheck during the school year. Such notice shall contain requirements of training, experience, and other qualifications which are a basis of employment for that position. Licensed/certificated personnel within the district will be given the opportunity to apply for posted openings within one (1) week of the initial postings of vacancy announcements.

- b. Personnel within the district shall be given consideration in reassignments or transfers to vacancies when it is in the best interest of the total educational program to do so. Items such as length of service in the district, major and minor fields of study, needs of the educational programs, teacher's area of competency, previous involuntary transfers or reassignments, and availability of work will be considered in the transfer and/or reassignment of personnel. Determination of qualifications shall remain the responsibility of the superintendent.
 - c. Notice of all vacancies will be mailed to employees with their paychecks when school is not in session.
 - d. A vacancy shall be defined as a new bargaining unit position created by the Board of Education or one which will be open for sixty (60) days or longer as a result of promotion, resignation, termination, non-renewal, death, and/or retirement, which the Superintendent intends to fill. This provision shall not apply to position(s) where the teacher(s) is on a leave of absence.
4. In the event an employee desires a change of position to another teaching area, grade level, or another area where proper certification is held, or to another building, such person shall make formal application to the superintendent. Upon determination by the superintendent that such opening exists and the employee possesses the proper certification and qualifications, the employee shall receive consideration for such change.

Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the superintendent of schools, and being notified in writing at the earliest possible time before the effective date of the transfer.

5. A teacher requesting a transfer (as in paragraph 4 above) shall be given written reasons for denial of his/her application. Likewise, a teacher who is involuntarily transferred from one position to another will be given a written explanation of the reason(s) for the transfer.
6. Current staff applying for vacancies shall be considered prior to any consideration of applicants from outside the school system. The only exception to this will be for vacancies that occur between July 31 and the start of the school except that individuals who, prior to July 31, expressed a desire to transfer should a vacancy occur will be considered at this time.

G. PREPARATION AND CONFERENCE TIME

The term "preparation and conference time" shall mean work time during the school day, exclusive of the professional staff member's daily duty-free lunch period. This time may be used by a professional staff member for any teacher related duties.

The full-time professional staff member shall be provided at least two hundred (200) minutes per week, unless a staff member's preparation and conference time has been eliminated or reduced due to a two (2) hour delay or other emergency.

H. TEACHERS ACTING AS SUBSTITUTES

Teachers who, following an administrative request, substitute for another teacher during their conference period shall be paid an additional fifteen dollars (\$15.00).

No teacher shall be required to give up his/her conference time to serve as a substitute for another teacher.

I. JOB DESCRIPTIONS

A specific job description shall be attached to each supplemental contract which is issued for a position listed on the extracurricular salary schedule.

J. CLASS SIZE

The Board will strive to maintain class size limits that do not exceed twenty-five (25) pupils in grades K-6 and thirty (30) pupils in grades 7-12. Room size, safety, and available workstations shall be considered in the assignment of pupils.

If a teacher has concerns regarding his/her class size, he/she shall notify an Association representative and a meeting to discuss those concerns will be held with the teacher, Association representative, Superintendent, and building principal. The decision of the Superintendent shall be final and not subject to the grievance procedure.

K. CONTRACT YEAR

1. The teacher's school year shall consist of a maximum of one hundred eighty-three (183) days therein on which teacher attendance is required. At least one-half (1/2) of any teacher workdays or records days shall be reserved for individual teacher work time. If there are optional workshops available, the teacher may choose to attend such workshops in lieu of individual teacher work time.
2. Any teacher who is on sick leave with pay when schools are closed due to severe weather or other emergency conditions shall receive the same pay as the teacher would have received if school had been in session on such days. No deduction from days of accumulated sick leave shall be made for such days.
3. School Calendar – The Association shall be furnished a proposed school calendar in advance of the adoption of the calendar by the Board. Representatives of the Association shall meet with the superintendent before the adoption of the calendar by the Board, and the Association president shall have the opportunity to present its recommendations for the calendar to the school Board before such is adopted.

4. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays, unless otherwise mutually agreed upon. The proposed and adopted school calendar shall include the sequence of days to be designated as “make-up days,” if such days are required by law.

L. ACADEMIC FREEDOM

The Board expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.

The private life of a professional staff member is not within the appropriate concern or attention of the Board except as it may directly/indirectly prevent the professional staff member from properly performing his/her assigned functions during the workday.

Each teacher is the final authority to grade students in his/her charge. A change of student’s grade, either in an individual grading period or final course grade, without the teacher’s written consent will occur only if it is demonstrated the grade was not given in a professional and intellectual manner. Notice of any change by any individual will be given, in writing, to the teacher, the student’s parents, and the building principal, along with notice of the teacher’s right to file a grievance.

M. CELL PHONE USE

Teachers shall have personal cell phones on silent or vibrate mode during student contact time and shall refrain from using them except in cases of emergency.

N. STUDENT DISCIPLINE

Teachers may assign detentions to students for classroom misbehavior that does not rise to the level of office referral. Examples include: excessive talking in class, being out of a seat inappropriately, minor horseplay, or other violations of a teacher’s classroom rules (like no gum chewing). Detentions are to be served with the teacher who assigned the detention, on the teacher’s time. This may be before school, during lunch, or after school.

ARTICLE V – GENERAL CONTRACT AGREEMENT

A. CERTIFICATION/LICENSURE

1. Each teacher is responsible to the superintendent through the building principal. The principal is responsible for determining and administering the rules and regulations for the building under authority from the superintendent. Compliance with rules and regulations is expected.

2. The Board will consider as breach of contract:
 - a. Failure to carry out reasonable teaching duties assigned by the principal or superintendent.
 - b. Absence from assigned work which is not authorized by law, contract, principal, or superintendent.
3. Pay may be withheld if a teacher does not have adequate certification/licensure according to state standards or does not meet health regulations as promulgated by the state.
4. All certificates that were held as of the effective date of the contract or at the time of employment, whichever is later, will be renewed and continue in effect.

B. WORKDAY

1. The teacher workday shall be seven and one-half (7 ½) hours in length inclusive of a thirty (30) minute lunch and conference period of at least forty (40) minutes in length, unless a staff member's preparation and conference time has been eliminated or reduced due to a two (2) hour delay or other emergency.
2. Teachers may be required to attend meetings before and after school, not to exceed two (2) hours per month. Additional meeting time required shall be compensated for by compensatory time off.
3. Whenever possible, afternoon meetings shall begin immediately after student dismissal. Morning meetings shall begin no earlier than thirty (30) minutes prior to the beginning of the workday.
4. Teachers may be required to attend two (2) after school events each school year in addition to open house and conferences.

C. EXTRACURRICULAR – VOLUNTARY BASIS

Extracurricular assignments are on a voluntary basis only and will be compensated at the negotiated rate.

D. ENTRY YEAR PROGRAM

This provision will be phased out when the Ohio Resident Education Program is required by Ohio law to be effective, currently scheduled for the Fall of 2011.

Pursuant to Entry Year OAC Rule 3301-24-04 (A, 2, 4, 5), requiring performance based assessment of an entry year teacher (EYT) for initial license and requiring an entry year mentoring program, a mentor shall be provided. Positions requiring a mentor are those teachers with a provisional license. The mentor program does not replace the employment evaluation which will determine continued employment. If the EYT does

not pass the Praxis III in accord with OAC 3301-24-04, the EYT will be terminated automatically. A mentor shall not participate in the evaluation of the classroom teacher. Confidentiality will be maintained between mentor and EYT. The Entry Year Program Committee shall consist of an administrator at each level and two (2) volunteer teachers at each level to meet as needed. If either the mentor or EYT has concerns with the mentoring process, he/she shall refer those concerns to the appropriate administrator who will address the concern with the Entry Year Program Committee.

The mentor shall be selected according to standard hiring practices. Mentor qualifications include: (a) has five (5) years or more teaching experience, (b) has taught three (3) or more consecutive years in the Monroeville School District, (c) preferably has or will have Pathwise training or comparable mentor training provided by the district, and (d) possesses knowledge, skills, attitude, and values necessary to serve as a mentor. A mentor will be qualified if he/she meets the district's expectations. If feasible, the mentor's profile should reflect the grade level and content area as the EYT.

The mentor shall agree to meet as a minimum current formalized expectations as outlined in the "Guidelines for Mentors Handbook." The mentor shall be compensated for each entry year teacher mentored at the rate of .040 of the BA base per year and shall receive the compensation in equal installments with his/her regular paycheck.

Each mentor or entry year teacher will be permitted two (2) visitations per quarter. The mentor and the entry year teacher will collaborate in order to decide who will be doing the visitations. Each visitation is to observe a complete classroom lesson, which will usually be a period in length at the high school/middle school level, but could be a shorter or longer amount of time, depending on the lesson.

In addition to these eight (8) quarterly visitations on specified dates, the mentor or entry year teacher is permitted up to four (4) more visitations per school year. Each visitation is to observe a complete classroom lesson. The dates and times of these visitations are at the discretion of the mentor and entry year teacher, and shall be collaboratively determined. The mentor shall give the building principal at least one (1) week notice as to dates and times of these visitations.

The performance on the Praxis III is the EYT's responsibility and cannot be grieved. Likewise, the mentoring relationship is not subject to the grievance procedure.

E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A Local Professional Development Committee shall be formed pursuant to Ohio Revised Code 3319.22.

Committee Composition

The Committee shall consist of four (4) teachers selected by the Association and two (2) individuals selected by the superintendent. One (1) such individual may be an employee of the Huron County ESC. In the event of a vacancy, a replacement shall be selected by the party making the original appointment.

Terms of Office

The term of office for teacher members shall be two (2) years. Terms shall be staggered so that one-half (1/2) of the terms expire annually. One-half (1/2) of the initial appointments shall be for a three (3) year term to enable such staggering of terms.

Committee Operation

The Committee chairperson shall be selected by a majority vote of the Committee members. The Committee chair shall be the official designee whose signature shall designate approval and completion of an Individual's Professional Development Plan (IPDP).

Decisions shall be made by a majority vote of the Committee members present and voting.

The LPDC shall have the authority to establish its operational rules in compliance with statute. The LPDC shall not have the authority to abridge or alter terms of the collective bargaining agreement or an individual's employment contract.

Meeting Schedule and Compensation

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 annually, the Committee shall post its meeting schedule in each building. Additional meetings may be scheduled as necessary.

Committee members shall be paid \$20.00 per hour for Committee work performed outside the regular workday or work year, up to \$3,200.00 for the entire Committee per year.

Huron County Oversight Professional Development Committee

A teacher member shall be appointed annually by the LPDC to serve on the Huron County Oversight Professional Development Committee. This Oversight Committee shall act as the body to which a teacher or administrator may appeal the LPDC's decisions regarding the teacher's/administrator's IPDP based upon the rules established by the LPDC. In cooperation with Huron County ESC staff, the Oversight Committee shall process all necessary paperwork to the Ohio Department of Education as required for renewal of certificates/licenses.

F. PROFESSIONAL DEVELOPMENT

The Local Professional Development Committee shall be responsible for the selection, planning, and implementation of professional development activities sponsored by the local school district for all certificated/licensed employees.

This professional development shall be scheduled at least four (4) times during the school year with time provided through the early release or late arrival of students or one full day.

Appropriate types of programs and/or activities may include, but not be limited to, grade level or department meetings, speakers, training relative to new curriculum or techniques, legally required in-service such as OSHA, ADA, CBE, etc., and other programs necessary to carry out the mission of the school district and meet the needs of the teachers and students. The total staff shall be polled annually to assist in determining the in-service needs of the staff and school district.

G. INTERACTIVE DISTANCE LEARNING (IDL)

1. The purpose of Interactive Distance Learning (IDL) is to provide additional educational opportunities for children attending the Monroeville Local School District. IDL will be used to supplement and enhance the curriculum. The IDL project shall not reduce the total number of bargaining unit members employed, nor shall the hours worked by an individual bargaining unit member be reduced as a result of the implementation and use of telecommunications via IDL.
2. Staff members shall be notified when course offerings for IDL are being considered per the posting provisions of the collective bargaining agreement. Decisions regarding the filing of the assignments will be made by the administration in accordance with the collective bargaining agreement. However, no teacher will be selected for an IDL assignment unless he/she notifies the superintendent in writing that he/she is interested in teaching an IDL course that has been posted.
3. Assignments to the IDL courses shall be made on a yearly or semester basis and shall be by mutual agreement of the teacher and the originating site district. Assignment of a teacher to an IDL course will not adversely impact the workload, class sizes, and teaching schedule of another member of the bargaining unit.
4. The evaluation of teachers of IDL courses shall be in accordance with the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator.
5. Class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class sizes, including students at the originating site and those at remote sites, shall not exceed thirty (30) students per MTA bargaining unit member per class when Monroeville is the originating site and shall involve students from not more than one (1) originating and three (3) remote locations, except by mutual consent of the bargaining unit member.

6. Originating site district teachers who, from time to time, may be required to use their personal automobiles to travel between sites to training or to other meetings regarding IDL shall be reimbursed for their mileage.
7. An IDL class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of IDL classes may be used for other purposes only by mutual consent of the teacher and the originating site district.
8. All IDL students will sign and adhere to a student conduct contract and be subject to the discipline as stipulated on the contract. Behavior, discipline, and supervision of IDL students at remote sites will be the responsibility of the remote site district. If a teacher is assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other assignment. By mutual agreement, however, a teacher may be assigned to supervise remote site students during the time he/she is performing his/her regularly assigned duties.
9. No IDL broadcast shall be provided to a school district where teachers are conducting a legal strike.

H. FREE TUITION FOR DEPENDENTS

Dependents of bargaining unit members may attend the Monroeville Local Schools tuition free, regardless of place of residence. Non-resident bargaining unit members may enroll their children and other legal dependents in the Monroeville Schools tuition free up to the end of the first full week of October of any school year. However, if the Monroeville Board of Education offers open enrollment, the dependent of an employee must enroll his/her child through open enrollment if space is available under the open enrollment guidelines established by the Board.

ARTICLE VI – REDUCTION IN FORCE

A. NEED TO REDUCE

When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district it becomes necessary to reduce the teacher work force, the reduction will be made only at the end of the school year in accordance with the following provisions:

The superintendent shall meet with the Association president to explain the need for RIF and exchange ideas and possible solutions.

Also, at this meeting, the Association will be provided with a seniority list of all employees.

Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so; i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign or by not replacing individuals who are non-renewed due to unsatisfactory performance.

PROCEDURE FOR REDUCTION IN FORCE

B. SENIORITY LIST

Reductions shall be made by suspending contracts based upon the superintendent's recommendation. Those contracts to be suspended shall be chosen as follows:

Bargaining unit members will be placed on a seniority list in areas for which they are properly certified. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. Teachers serving under a part-time contract cannot replace a teacher serving under a full-time contract for a position, regardless of seniority.

C. DEFINITION OF SENIORITY

Seniority will be defined as the length of continuous service as a licensed/certificated employee under regular teaching contract in the Monroeville Local School District.

1. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.
2. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - a. The date of the Board meeting at which time teacher was hired, and by
 - b. The date the teacher signed the initial contract in the district.

D. METHOD OF REDUCING

Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list in that area of certification. A teacher so affected may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification, provided he/she holds a valid certificate in the area.

The personnel records and all future references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

E. RECALL RIGHTS

Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

After restoration of teachers with continuing contracts, those on limited contracts shall also be restored in the manner described above.

Any teacher whose contract has been suspended, if he/she has a limited contract, shall be deemed to have resigned if his/her contract remains suspended for a period of twenty-four (24) calendar months.

Nothing contained herein shall prevent the Board of Education from non-renewing contracts of limited contract teachers or of terminating contracts of continuing contract teachers following proper contractual and legal procedures.

Restoration rights for teachers whose contracts were suspended shall commence upon the effective date of the suspension.

No teacher new to the district will be employed until all properly licensed/certificated teachers on the recall list have been offered a contract for a vacant position.

During the restoration period, a teacher shall be eligible to have his/her insurance coverage continued, provided the teacher pays the premium.

The Board shall give written notification of recall by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change of address. If a teacher fails to accept the position within ten (10) calendar days of the date of the mailing of the notice of recall by registered or certified mail, said teacher shall be considered to have resigned his or her employment and thereby terminating his or her employment contract with the Board unless there is good and just cause for the teacher's failure to respond. If good and just cause exists the teacher shall be returned to the recall list, and the Board may fill the vacancy with the next eligible person on the recall list, and, if none, then with whomever it chooses.

ARTICLE VII – LEAVE PROVISIONS

A. SICK LEAVE

1. Full-time employees shall earn one and a quarter (1 ¼) days of sick leave per month, credited at the end of the month for all employees. The sick leave shall be cumulative for all employees who were actively employed or on approved leave during the 1997-1998 school year.

A part-time employee will have his accumulative sick leave prorated and brought forward.

Employees hired for the 1998-1999 school year and thereafter shall be permitted to accumulate up to two hundred fifty (250) days of sick leave. Employees hired prior to the 1998-1999 school year shall not be permitted to accumulate more sick leave days than the employee had accumulated, but not used, as of June 30, 2007.

2. Employees without accumulated sick leave shall be advanced five (5) days sick leave at the time of their initial contract. Additional sick leave shall not accrue beyond five (5) days until the fifth month of the contract.
3. Employees who have sick leave credit which was earned in other Ohio School systems or public agencies shall receive credit according to the Revised Code of Ohio. A certificate from the administrative officer showing the place of employment, number of cumulative sick leave days, and all dates shall be presented to the treasurer of the Board of Education before any cumulative sick leave may be given for this reason. All accumulated sick leave earned outside Ohio in public schools may be certified.
4. An employee on an approved absence for more than his/her accumulated sick leave or absent for other than as granted in this policy statement shall receive salary deductions in accordance with the following formula:

Annual salary divided by the number of days in current contract year equals the amount of daily wages. Daily wage times the days of unauthorized absence equals the total deduction.

5. Acceptable reasons for sick leave with pay but limitations as herein stipulated:
 - a. Personal illness, injury, or pregnancy.
 - b. Exposure to contagious disease which could be communicated to others.
 - c. Illness or injury in the employee's immediate family (mother, father, child, spouse, or parent-in-law) or those residing in the same household.
 - d. For purposes of those not residing in the employee's same household and who are daughter-in-law, grandparent, brother, sister, brother-in-law, or a person whom the employee can reasonably establish has stood in the same relationship, a limit of thirty (30) days per year.
 - e. A maximum of five (5) days sick leave may be used for the death of a member of the immediate family unless additional days are granted by the superintendent.

- f. One (1) day of sick leave may be used upon death of a close friend, distant relative, or neighbor, not to exceed five (5) days per year. See the Employee Absence form in Appendix E.
 - g. An employee must furnish a written, signed statement on a form prescribed by the Board to justify use of sick leave exceeding five (5) consecutive days, or in those instances where the superintendent has reason to believe that an employee is falsifying sick leave.
- 6. Any teacher who is on sick leave with pay when schools are closed due to severe weather or other emergency conditions shall receive the same pay as the teacher would have received if school had been in session on such days. No deduction from days of accumulated sick leave shall be made for such days.
 - 7. Sick leave may be deducted in one-eighth (1/8), one-fourth (1/4), one-half (1/2), three-fourths (3/4), or one (1) day increments.

B. PERSONAL LEAVE

The superintendent may grant up to five percent (5%) of the staff personal leave on any given day. Personal leave may not be used the day before or after a legal school holiday or vacation day, or on professional development days.

Each employee shall be entitled to three (3) days of personal leave per school year. Application for personal leave shall be made on the form included herein. Additional days of personal leave may be granted to an employee at the discretion of the superintendent.

At the end of each school year, teachers may convert any unused personal leave to sick leave.

See Employee Absence form in Appendix E.

C. ASSAULT LEAVE

Any service connected case of physical assault on a Board employee occurring on or off the school premises or during a school sponsored function shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault resulted in absence from duty for medical reasons, such absence shall be at no loss in pay to the employee who was assaulted and shall not be chargeable to sick leave to a maximum of fifteen (15) days per member each school year.

Medical verification shall be furnished to the superintendent for all such absences requiring more than five (5) 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 five (5) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

Absences due to court appearance resulting from an assault shall be chargeable to assault leave.

If a member is required to be absent from school because of court appearance(s) resulting from an assault and he/she requires assault leave days exceeding fifteen (15) during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.

The member assaulted agrees to file charges against the individual who assaulted him/her and to cooperate fully with police and the administration in any investigation of an assault.

D. JURY DUTY

The Board will insure all employees against loss of pay occasioned by a call to jury duty.

Should an employee be called for jury duty, he/she shall report same to the superintendent. Employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance.

While on jury duty, employees are required to report daily their schedule for the following day.

That time spent on jury duty will not be charged against personal leave and will count as time on the job.

E. PARENTAL LEAVE

Leave Rights – A professional staff member may request a leave of absence without pay for maternity reasons to begin at any time between the commencement of pregnancy, or, in the case of adoption, the receipt of custody and one (1) year after the child is born or adopted. Such leave shall be for any period through the existing school year except that the return date shall be at the start of a grading period. This leave may be extended upon application and with the approval of the Board.

Application for Leave – Applications for parental leave shall be in writing and shall contain a statement of the expected date of birth, or, in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the date the professional staff member anticipates return to service.

Time for Filing Application – Application for parental leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the parental leave.

Reinstatement Rights – Upon return from approved parental leave at the time set forth in the application for leave and provided the duration of the leave was less than a full school

year, the professional staff member shall be entitled to reinstatement to the same position which she/he held prior to the leave. An employee who takes parental leave for an entire school year shall, upon return to duty, be entitled to a substantially equivalent position for which the professional staff member holds valid certification.

If the professional staff member desires to return to active service prior to the stated date of the application for leave, the staff member shall notify the superintendent in writing at least thirty (30) days in advance that an early return to service is requested and shall indicate the date upon which he/she wishes to return.

F. UNCOMPENSATED LEAVE

1. Purpose

The Board recognizes that in certain instances an employee may wish extended leave for personal reasons and that the district could benefit from the return of said employee.

Uncompensated leaves of absence for reasons other than those specified by statute may be granted for:

study
travel
public service commitment
other as approved by superintendent

2. Eligibility

An employee shall have completed at least two (2) years of service with the district to be considered for uncompensated leave.

3. Application

Request for uncompensated leave shall be made to the superintendent at least thirty (30) days in advance of the desired start date whenever possible.

Special consideration will be given to emergencies, but in no case will leave be permitted to start at any time except the start of a semester.

All applications are subject to final approval by the Board.

4. Period of Leave

An uncompensated leave may be granted for a period of one (1) school year. An extension for one (1) semester shall be considered upon proper application. Renewal shall require clear evidence that the district's interests will not be adversely affected.

5. Commitment of Employee

The employee granted an uncompensated leave shall give notification to the Board as to his/her intentions at least thirty (30) days prior to the next semester when he/she is scheduled to return to service.

If said notification is not received, action may be taken to terminate employment.

6. Commitment of Employer

At the expiration of the uncompensated leave, the employee shall be offered a position for which he/she is qualified.

While on uncompensated leave for which FMLA does not apply, during the first eight (8) weeks of the leave, an employee shall be entitled to insurance benefits provided to his/her peers if he/she pays the premiums as set forth in this Agreement and the insurance carrier approves. After the eighth week, the employee will be responsible for paying fifty percent (50%) of the premiums.

The employee will bear sole responsibility for the purchase of STRS credit during uncompensated leave.

G. PROFESSIONAL LEAVE

Each school year provision will be made to permit employees to attend professional meetings, workshops, conferences, or visitations. The Board shall appropriate at least ten thousand dollars (\$10,000.00) each fiscal year for professional leave expenses of bargaining unit members. However, grant money will be exhausted before the Board is required to begin paying from the ten thousand dollar (\$10,000.00) appropriation. In addition, substitute teachers will be paid by the Board of Education. It is the responsibility of each staff member to make and pay for their own travel and hotel accommodations.

Expenses will be reimbursed upon submission of itemized receipts. Credit card statements will not be accepted.

All requests for attending any of the above activities shall be turned in to the superintendent at least three (3) days prior to the Board meeting preceding the activity.

Attendance at any activity for which the Board will pay expenses will not be charged against sick leave or personal leave. If activity occurs during a school day, the principal will make all arrangements for providing a substitute, if necessary.

All expenses should be kept to a minimum. A reimbursement form, hotel or motel invoices, and receipts for all reimbursable items must be submitted to the treasurer before reimbursement will be made. No payments will be made in advance. Reimbursement is for actual expense only.

The following rates will apply for approved activities of all employees.

Unless special conditions exist, trips must be within a radius of six hundred (600) miles.

Registration

Actual expense.

Transportation

By plane or train or bus – full amount or lowest class or forty-five cents (\$.45) per mile for auto travel, whichever is less. Whenever possible, participants should share the ride with other persons attending the same meeting, in which case the amount allowed shall be prorated.

Lodging

Full amount for a single room up to ninety dollars (\$90.00).

The same if accompanied by spouse.

Whenever possible, participants should share accommodations with others in order to reduce costs.

No lodging expenses for the night preceding a convention or meeting which begins no later than 9:00 a.m. and which is within one hundred twenty-five (125) miles of Monroeville will be allowed.

Meals

Thirty-five dollars (\$35.00) per day.

For meetings which involve only one (1) banquet meal, a maximum of twelve dollars (\$12.00) will be allowed.

Professional Organization Meetings

Meetings and conventions which are held to carry on the business of an organized group are not included as Board supported activities. Delegates to such meetings must seek to have their expenses paid by the organization which sends them (OEA, NEA, OSPA, etc.). Such delegates or participants, if their absence from school on a school day has been authorized, will not lose any wages and the cost of any necessary substitute will be paid for by the Board (and the absence will not be counted as personal reasons).

Extracurricular Activities

Activities whose major topic or purpose deals with the extracurricular activities program of the school will have the costs of participants paid by the activity fund involved. If

attendance is approved, the time will not be charged against personal leave time, and the Board will pay for any necessary substitutes.

Supplemental activities related to the regular teaching assignment (exclusive of PE and HPE assignments) will be paid out of the general fund (e.g., band director that also serves as band instructor can be reimbursed from the general fund).

H. FAMILY AND MEDICAL LEAVE

1. The parties agree to abide by the terms and provisions of the federal Family and Medical Leave Act, or any revisions to the act, of 1993. All benefits guaranteed by the act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement. The Monroeville Local Schools Board of Education agrees to provide leave in accordance with the final rules promulgated under the act and revisions to the act.
2. A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee. Leave may be taken for the following situations:
 - a. a serious health condition of the employee that makes the employee unable to perform his/her job;
 - b. the birth and first year care of a child;
 - c. to care for a child, spouse, or parent who has a serious health condition;
 - d. the adoption or foster placement of a child.
3. Once the unpaid leave has commenced, the employee shall not be allowed to switch to another leave.
4. Eligible employees shall be those employees who have worked for the school district for at least one (1) year and who worked for at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.
5. Employees who take leave under this provision are entitled to the continuation of all insurance benefits during the period of leave. During this period of leave the Board shall pay the same premium contribution for insurance as would be paid by the Board if the employee were working.
6. Upon the employee's return from leave granted under this provision, the Board shall return the employee to the same or equivalent position he/she occupied prior to the leave.
7. The taking of a leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced, nor shall such leave affect the seniority of such employee.

8. Alleged violations of this provision shall be resolved only through Article II (Grievance Procedure) of this contract.
9. Employees may use up to six (6) weeks of their accumulated sick leave at the conclusion of a pregnancy. This applies to both male and female employees ("maternity" or "paternity" leave).
 - a. Maternity/Paternity leave for employees without accumulated sick leave is unpaid.
 - b. "Bed rest" during the pregnancy, or extended leave, does not subtract from the maternity leave and will be treated as regular sick leave if ordered by a doctor.
 - c. Employees who exceed six (6) weeks of leave without doctor's orders, or have no accumulated sick leave, will fall under the provisions of the Family and Medical Leave Act.

I. CATASTROPHIC LEAVE

1. Individual employees may donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
2. A committee, composed of two Board-appointed members, two Association-appointed members, and a mutually agreeable fifth member, will make a determination based on the following criteria. The Chair of the committee shall be designated by the Superintendent.
 - a. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee's sick leave, advanced sick leave, and all forms of paid leave.
 - b. The total use of the Catastrophic Leave Assistance Program shall not exceed the employee's current contract or current school year, nor shall it exceed sixty (60) days.
 - c. The maximum number of donated days an individual may receive will be determined on a case-by-case basis by the leave committee.
 - d. All requests will be subject to the responses of the bargaining unit members who wish to make donations to an individual approved by the committee.

- e. All donations of sick leave by staff members will remain confidential to the extent permitted by law and must be submitted to the Treasurer on the proper form.
- f. Employees requesting consideration for the Catastrophic Leave Assistance must complete the request on the proper form and submit one copy to the Superintendent and one copy to the Association President. The forms will be made available through the central office.
- g. Activation of the program shall require a majority vote of the committee.
- h. Denial of a request for donations is not subject to the grievance procedure.
- i. Donated leave may not be used for routine pregnancy, injuries related to personal drug or alcohol use, or a chronic injury/disease that is not life threatening or is manageable (e.g.) high blood pressure, diabetes, etc.)
- j. Donated leave may not be used to increase retirement compensation or severance, nor shall it prevent or prolong an application for/receipt of disability retirement.
- k. No recipient of donated leave shall earn additional sick leave, personal days, or any other form of leave while using donated leave.
- l. The applicant shall provide medical documentation of the need for donated leave.
- m. Examples of a catastrophic illness or injury include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a rare disease, a severe burn involving over twenty percent (20%) of the body, a severe head injury requiring hospitalization, spinal cord injury, heart attack, stroke, etc.
- n. If eligible, applicant must also apply for disability retirement.

ARTICLE VIII – INSURANCE PROVISIONS

A. MAJOR MEDICAL AND PRESCRIPTION DRUG COVERAGE

The Monroeville Board of Education shall make available group medical and prescription drug coverage for licensed/certificated personnel. The coverage shall include best practices required by Ohio law.

The Board will assume eighty-five percent (85%) of the premium for the hospitalization/major medical program.

Coverage is to apply and include family members of each employee as defined by such insurance plan.

B. DENTAL INSURANCE

The Monroeville Board of Education shall make available a dental plan for licensed/certificated personnel and eligible family members as defined by the plan.

The Board will assume eighty-five percent (85%) payment of the premium.

The dental plan that shall be provided will be equal to or better than that provided effective November 1, 1998.

C. LIFE INSURANCE

1. The Board agrees to pay for a twenty-five thousand dollars (\$25,000.00) group term life insurance policy including double indemnity for accidental death and dismemberment for all certified teachers.
2. Life insurance shall be provided for all certified employees for the following amounts and conditions:
 - a. Twenty-five thousand dollars (\$25,000.00) of term life insurance shall be provided to each employee.
 - b. Twenty-five thousand dollars (\$25,000.00) of accidental death and dismemberment shall be provided to each employee.
 - c. Employees may elect to take just the life insurance.
 - d. The Board will pay one hundred percent (100%) of the total premium.
 - e. The death benefit reduces according to the age reduction schedule shown in the policy.

D. WAIVER OF INSURANCE

Bargaining unit members may elect not to be covered under the group medical, prescription drug, and dental insurance plans. In consideration of the waiver of this insurance coverage, the bargaining unit member shall be entitled to one of the following options:

1. An employee who declines family coverage will receive one thousand two hundred dollars (\$1,200.00) divided into two (2) equal semi-annual payments.
2. An employee who declines single coverage will receive six hundred dollars (\$600.00) divided into two (2) equal semi-annual payments.

The above referenced semi-annual payments shall be issued to an employee at the time of the second pay date in the months of February and August. Employees who work less than full-time shall receive such payment on a prorated basis. Such compensation shall not be subject to STRS contributions.

To be eligible for this payment in lieu of participation in the group medical insurance plan, an employee must waive his/her right to coverage in writing to the treasurer by August 31 of each year.

A bargaining unit member who is married to another bargaining unit member as husband and wife and who has dependents and who elect coverage will be covered by one family insurance plan, with the Board paying eighty-five percent (85%) of the premium.

A bargaining unit member who is married to another bargaining unit member as husband and wife and who have no dependents and who elect coverage shall each be covered under a single plan.

An employee's waiver of insurance coverage shall remain in effect for one (1) year (September 1 through August 31). However, any employee who has elected to participate in this insurance waiver option and during the year loses insurance coverage through death, divorce, job loss, layoff, or any other event outside the employee's control shall be provided Board insurance coverage immediately upon notification to the treasurer. In such circumstances, the payments for waiver of insurance shall be prorated.

Bargaining unit members who have participated in this waiver for at least one (1) year may apply for return to insurance coverage effective with the start of the school year.

ARTICLE IX – EXTRACURRICULAR SALARY SCHEDULE

- A. Supplemental contracts will be issued to teachers for non-teaching duties and responsibilities which are approved by the Board of Education and which involve the teacher's time beyond the school day or teaching contract year. The approved list is below.
- B. A full teaching load is defined as one that has all periods of the day assigned to study hall, teaching, or supervising duties with one (1) period for planning or conference.
- C. Supplemental contracts are LIMITED contracts and will be filled in accord with the district's best interest, as determined by the Superintendent. Tenure never applies. The parties intend to waive the notice and other requirements set forth in O.R.C. §3313.53. When a vacancy occurs, qualified staff members shall be given first consideration.
- D. Supplemental contracts for all activities will be calculated by using the bachelor's degree as the base and experience in position for increment steps. Experience at any other equal level and/or at a higher level is counted. Experience shall be determined by the athletic director and the superintendent for sports and by the building principal and the superintendent for all other activities.

- E. A bargaining unit employee's performance of contracted supplemental duties may not adversely affect personnel decisions regarding the employee's regular employment.

<u>POSITION</u>	<u>% OF BASE SALARY</u>
ATHLETICS	
Athletic Director	22.0
Assistant Athletic Director.....	6.0
Football	
Head	11.5
Assistant (4)	9.0
Junior High (2).....	5.0
Conditioning Director (3)	3.0
Basketball	
Head (2)	11.5
Assistant (4)	9.0
Freshman.....	5.5
Junior High (4).....	5.0
Wrestling	
Head	11.5
Assistant.....	5.5
Junior High.....	4.0
Track	
Head	9.0
Assistant (2)	3.5
Junior High (2).....	4.0
Baseball	
Head	9.0
Assistant.....	4.0
Girls Softball Head	9.0
Girls Softball Assistant	4.0
Cross Country	8.0
Golf Coach.....	6.0
Volleyball	
Head	11.5
Assistant.....	9.0
Varsity Assistant	5.0
Junior High (2).....	5.0
Cheerleader	
Varsity Advisor.....	7.5
Assistant Advisor.....	3.0
Head Junior High	1.5
Assistant Junior High.....	1.0

ARTS

Band	
Director	10.5
Flag Corps	1.5
Majorettes	1.5
Dance Team	4.5
Choir Director	5.0
Productions	
Co-Director (HS)	5.0
Co-Director (HS)	5.0
Instrumental Production Director	1.0
Elementary Art	\$220.00

ADVISORS

Yearbook	6.0
Junior High Yearbook	1.0
Media	2.0
Class Advisors	
Senior	
Head	2.0
Assistant (2)	1.0
Junior	
Head	2.5
Assistant (2)	1.5
Sophomore	2.0
Freshman	1.5
7 th /8 th grade (Junior High)	1.0
Team Leader	1.0
*Academic Challenge	2.5
Academic Challenge – Elementary	2.0
Elementary Student Council	1.0
National Honor Society	2.0
Library Club (Elementary)	2.0
Renaissance (2)	2.0
Science Fair	2.0
Middle School Science Fair	1.0
FFA	7.5
Young Authors (2)	1.0
Tutors (other than LD)	\$25.00 per hour
Summer School	\$22.00 per hour
Saturday School	\$25.00/hr.
Model UN	2.0

- E. 1. The Monroeville Board of Education shall have the authority to create positions under this article. If a new position is created, the Board of Education shall negotiate with the MTA covering the rate of compensation.

2. The Board of Education has the right not to fill supplemental positions based upon demonstration of financial exigencies or inadequate student enrollment.
 3. The Board shall automatically renew supplemental contracts prior to April 30, unless they have notified the holder of such supplemental of intent to non-renew prior to April 30.
 4. A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the treasurer within a reasonable amount of time after issuance.
 5. Payment of supplemental contract stipends shall be at the employec(s) requested rate of deductions for tax purposes, unless prohibited by IRS.
 6. In addition to his/her supplemental contract, the athletic director shall be employed on a full-time teaching contract. During the teacher workday the athletic director shall be scheduled for the equivalent of three (3) periods per day for athletic director responsibilities and shall not be assigned other duties during this time period.
 7. Employees may request to share the responsibilities of a co-curricular or extracurricular position. At the time such request is submitted, the employees shall indicate in writing an agreement regarding the sharing of the compensation for such position. All such requests are subject to final approval by the Board.
- F. The administrator who conducts the annual evaluation for extracurricular performance shall meet with the employee to review the evaluation and shall provide the employee with a copy of the written evaluation. Within four (4) workdays after the evaluation conference the employee may write a rebuttal to the evaluation which shall be attached to the copy of the evaluation that is placed in the employee's personnel file.
- G. A Supplemental Review Committee will be established to review the compensation and equity of supplemental positions. The Committee will consist of three (3) members appointed by the Association president and three (3) members appointed by the superintendent. Such Committee's recommendations will be presented by June 1 2002, to the Board of Education for approval. This Committee will only have the power to review the workload and the equity of the assigned index.

ARTICLE X – SALARY AND REIMBURSEMENT

A. SALARY SCHEDULES

1. Effective July 1, 2010, the starting salary on the teachers' salary schedule shall be \$30,510. (See Appendix D-1 for salary schedule index.)

2. The Board of Education agrees to pay a one-time signing bonus of Four Hundred Dollars (\$400) to each bargaining unit member on the first pay of the 2010-2011 school year.
3. The Board of Education agrees to open contract discussions in April, 2011 for discussion of salary only for contract years 2011-2012 and 2012-2013.
4. The column labeled Master's (MA) +30 shall be defined as semester hours earned after the awarding of the master's degree. Any hours earned after the master's degree must be at the graduate level from an accredited college of education in the employee's area(s) of certification, in the field of education, and/or hours deemed appropriate by the superintendent and approved by the LPDC.

B. SALARY PROVISIONS

Movement between columns will occur and will be effective for the entire school year if a bargaining unit member files an official transcript (or other evidence of completion of course work such as an official grade slip from the university) on or before September 1 of a given school year. If, however, the official transcript is not on file with the treasurer by October 1, such advances and higher pay will be subtracted from future pays until the balance is rectified.

An employee will be placed in the appropriate column effective with the second semester if an official transcript or other evidence of completion of course work is filed after September 15 but on or before January 15 of a given school year.

Part-time bargaining unit members shall move up one (1) experience step annually if contracted for one hundred twenty (120) days or more per year with the Monroeville Board of Education.

Bargaining unit members who hold LD tutoring positions shall be paid according to the negotiated salary schedule for certified personnel and are entitled to all other rights and benefits provided for in the negotiated agreement.

C. PROFESSIONAL DEVELOPMENT REIMBURSEMENT

The Monroeville Board of Education shall reimburse members of the certified staff for professional development activities. All such activities shall be a part of an Individual Professional Development Plan and shall have been approved by the LPDC and the superintendent prior to undertaking the activity.

Any college course work that is part of the plan must be at the graduate level. Reimbursement will be granted only for a grade of B or higher. Copies of transcripts or grade reports must accompany requests for reimbursement.

Staff members on leave of absence shall not qualify for reimbursement. No reimbursement is made to staff who have left the employment of the Monroeville Schools.

The professional development reimbursement fund shall consist of:

1. A pool of fifteen thousand dollars (\$15,000.00) yearly to be used for reimbursement of tuition for graduate classes. No individual may be reimbursed more than seven hundred dollars (\$700.00) yearly from this fund or be paid more than the actual cost of the course. Funds shall not be cumulative.
2. The tuition reimbursement will be paid to the individual in September of the following year as long as he/she remains an employee of Monroeville Local Schools.
3. If the amount of tuition reimbursement requests exceed fifteen thousand dollars (\$15,000.00), then the amount of reimbursement will be prorated. The amount will be determined by dividing the amount of the pool by the number of staff requesting reimbursement. If the actual cost of the class is less than seven hundred dollars (\$700.00), the amount will be scaled to reflect the ratio. (Ex.: Cost of class = \$400; the reimbursement will be $[400/700][\text{amount reimbursed}]$).
4. The pool will reimburse expenses for tuition of approved graduate classes upon submission of the approved documents.
5. Requests for reimbursement must include:
 - a copy of the IPDP
 - a copy of the Approval of Professional Development form
 - a copy of the transcript or grade report showing the course completed and grade received
 - documentation of the cost of the class (invoice, brochure, etc.)
 - a requisition

D. SEVERANCE PAY

1. Any bargaining unit member of the Monroeville Local Schools who has had five (5) or more years of current, consecutive years of service in the Monroeville Local School District and ten (10) or more years of public service at the time of retirement or death is eligible to be paid in cash (or to estate) for a total of one-fourth (1/4) of the accrued unused sick leave. For purposes of this provision, a break in service of up to one (1) year due to unpaid leave or disability retirement shall not break the five (5) consecutive years requirement.
2. The maximum payment which may be made shall be for one-fourth (1/4) of the accumulated sick leave to a maximum reimbursement for sixty-two and one-half (62-1/2) days.
3. Severance pay will be issued to such employee, whose effective date of retirement with the State Teachers Retirement System of Ohio is within ninety (90) days from the last paid day of service, upon presentation of proof of actual retirement

by the employee from STRS. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall only be made once to an employee. Such payment shall be made no later than thirty (30) calendar days after presentation of proof of retirement from the State Teachers Retirement System.

E. STRS PICK-UP WITH REDUCTION

The Board of Education of the Monroeville School District herewith agrees with the Monroeville Teachers Association to 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 equal the total mandatory employee contribution as established by 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 pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall remain effective and shall apply to all compensation including supplemental earnings thereafter.

F. PAYCHECKS

1. Twenty-Six Pay Periods

The total amount of a teacher's salary shall be paid in twenty-six (26) equal installments starting with a Friday date established by the treasurer as soon as permitted by law following the opening of school and continuing every other Friday thereafter.

An employee who resigns or retires effective on the date preceding the first day of the next school year or who is non-renewed or who is released due to a reduction in staff may continue to receive his/her pay according to the twenty-six (26) installment plan with continuation of all fringe benefits or may elect to receive the balance of the salary due in one lump sum less the employee's monthly contribution of his/her insurance premiums, which would also result in the continuation of all fringe benefits.

2. Distribution of Paychecks

All employee pay will be in the form of direct deposit to a bank connected with the automatic clearinghouse. The equivalent of a paycheck stub will be

distributed to the employee. All pay slips shall be issued to employees in envelopes to provide for privacy. The envelopes (except as indicated in the following paragraph) and any postage involved in forwarding pay slips when school is not in session shall be paid for by the Board.

All teacher's summer pay will be direct deposited to a bank of the teacher's choice.

G. LABOR-MANAGEMENT RELATIONS COMMITTEE (LMRC)

A Labor-Management Relations Committee (LMRC) shall be established through the Federal Mediation and Conciliation Service (FMCS) no later than December 1, 1998.

The LMRC shall have no authority to adjust grievances or alter terms of this agreement or an individual's employment contract nor to abridge management rights.

H. BACKGROUND CHECKS

The Board of Education agrees to reimburse any bargaining unit member the cost of their mandatory BCI and/or FBI background checks.

ARTICLE XI – ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. EXCLUSIVE RIGHTS

Recognition of the Association as bargaining agent shall entitle the Association to certain exclusive rights while the bargaining agent. These rights shall include:

1. The right to use the school buildings and facilities in order to conduct Association business so long as regulations pertaining to the use of such buildings and facilities are observed.
2. The right to use, upon yearly written notice, school equipment, including computers, AV equipment, Xeroxing equipment, etc., when such equipment is not otherwise in use. Supplies used in connection with such equipment shall be furnished and paid for by the Association. Except for normal "wear and tear," in the event of damage or breakage, the Association shall be responsible for repair or replacement.
3. The right to use the inter-school mail system to distribute materials, excluding partisan political matters.
4. The use of a bulletin board designated for Association business and located in teachers' lounge. No partisan political material shall be placed on such bulletin board.

5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and administration.
6. The right to allow representatives to call meetings of Association members within the building before or after the student day.
7. The right to make announcements at the end of school faculty meetings. Upon notice to the appropriate administrator, three (3) minutes of time will be allotted.
8. The right to hold Association meetings, to be limited to forty-five (45) minutes each, on either or both teacher workdays at the beginning and closing of the school year.
9. The Association president and the Union consultant shall have the right to visit schools. The Association president need not obtain permission for visits before or after student hours or during lunch. Either prior to or immediately upon the arrival of the representative at any school, the representative shall advise the principal, or, in his/her absence, the acting building administrator, of his/her desire to visit the school and secure the permission of said administrator to make the visit.

Such permission shall not be denied but may be delayed, only if the visit, at the time desired, would interfere with the regular teaching duties of the professional staff member(s) to be contacted. Visits that are made to discuss special problems of a professional staff member(s) with the principal must be arranged in advance with the principal, or, in the principal's absence, with the acting building administrator.

B. ASSOCIATION RIGHT TO INFORMATION

The Board recognizes that the Association has the right to obtain information. The Association president shall be provided with:

1. Copies, upon request, of all Board of Education agendas and appendices by inter-school mail by 12:00 noon the day of the Board meeting. This provision shall not apply to emergency Board meetings and shall not apply to the amendment of the agenda at the Board meeting.
2. Advance notice of any regular or special Board meeting before or at the same time as the news media is notified.
3. Copies of the official minutes of all Board meetings within forty-eight (48) hours after such meeting where the minutes have been approved by the Board.

4. Copies of the following forms:
 - a. Training and experience grid of all employees in the bargaining unit
 - b. Monthly Treasurer's Report
 - c. Appropriation Resolution
 - d. Amended Certificate of Estimated Resources
 - e. Adopted Budget

Such copies shall be given to the president of the Association as soon as it is feasible after such forms are filed with the agency required by law (if applicable).

5. A place on the agenda of all regular Board of Education meetings to be used by the Association to communicate with the Board.

C. PAYROLL DEDUCTIONS

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

1. Association Dues – MTA, OEA, NCOEA, NEA
2. Departments of the Ohio Education Association as found on the yearly enrollment forms
3. Savings Bonds
4. Annuities – minimum of five (5) Union members or more
5. Credit Union
6. EPAC
7. United Fund Appeal
8. Income Protection
9. Norwalk Rec Center

Teachers may, prior to the first payment of the new contract year, or upon employment, sign and deliver to the treasurer an authorization form requesting deduction for membership dues assessments of the Association and its affiliates. Such authorization shall continue in effect from year to year unless a teacher gives written revocation notice to the treasurer of the Board to discontinue such deduction prior to September 15 of any school year, or employment with the Board terminates.

D. DISTRIBUTION OF AGREEMENT

1. Within thirty (30) days after this agreement is signed, copies of this agreement shall be ordered. The Association shall take the responsibility of having the agreement typed. The Board shall take the responsibility and pay for cost of duplication.
2. The Board and Association shall have the opportunity to proofread and approve the agreement before and after printing.
3. The Association shall be forwarded one (1) copy for each bargaining unit employee plus ten (10).

4. Newly hired employees during the period of this master working agreement will be furnished a copy of this agreement by the Association.
- E.
 1. The Association and the Board agree that there will be no reprisals of any kind taken against any professional staff member by reason of his/her membership/non-membership in the Association or in any of its activities.
 2. Unless clearly delineated and/or restricted herein, all professional staff members shall maintain their rights under the law.

ARTICLE XII – FAIR SHARE FEE

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Monroeville Teachers 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.

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

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

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payors

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

- a. Sixty (60) days in a bargaining unit position (which shall be the required probationary period);
- b. January 15.

2. Upon Termination of Membership During the Membership Year

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. TRANSMITTAL OF DEDUCTIONS

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

E. PROCEDURE FOR REBATE

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the 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 Constitution of the United States and the State of Ohio.

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

G. The Association on behalf of itself and the OEA and NEA agrees to indemnify and hold the Board harmless from any claims, actions, demands, suits, damages, awards, fines, and court costs incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer. However, the Board may reject the counsel selected by the Association.
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board

intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

ARTICLE XIII – MANAGEMENT RIGHTS

Except as otherwise agreed in this master contract, the Board retains all rights and responsibilities it has according to law which include, but are not limited to, the following:

- A. 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE XIV – EMPLOYMENT OF RETIRED TEACHERS

- A. It is understood that if the Board desires to hire retired teachers, that such employees be employed under terms and conditions which differ in some respects from those established by the negotiated Agreement for teachers who have not attained retirement status with the State Teachers Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the board may consider and employ retirees for any such vacancy upon the recommendation of the superintendent.
- C. A retiree shall be placed at Step 10 of the appropriate training column, as agreed to by the Board and the retiree, and so long as employed by the Board shall not advance on the

salary schedule based on additional years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be prorated based upon a full workday.

- D. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to ORC §3319.11 and 3319.111. Article IX of the negotiated Agreement and ORC §3313.53 are waived with respect to retiree eligibility for supplemental contracts, which shall only be offered to a retiree at the superintendent's discretion.
- E. A retiree shall accumulate and may use sick leave in accordance with the negotiated Agreement, but shall not be entitled to severance pay under Article X of the negotiated Agreement or under law upon conclusion of employment as a retiree.
- F. A retiree is entitled to participate in insurance in accordance with law.
- G. A retiree shall not accumulate seniority in the bargaining unit and has no right of recall in the event of a reduction in force under Article VI of the negotiated Agreement or under ORC §3319.17.

ARTICLE XV – PROFESSIONAL DRESS AND APPEARANCE

Teachers are expected to dress appropriately for their assignment and conduct themselves professionally. Therefore, teachers are to be physically clean, neat, and well-groomed. Teachers shall appear at work in dress that is considered at least “business casual.” Designated “jeans days” or “t-shirt days” are the exception. Tattoos of any kind are to be covered when possible.

ARTICLE XVI – EFFECTS OF CONTRACT

A. DURATION

This contract shall become effective July 1, 2010, and shall remain in full force and effect through June 30, 2013, both dates inclusive.

B. SIGNATURES

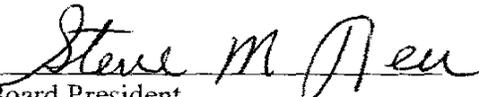
FOR THE ASSOCIATION:



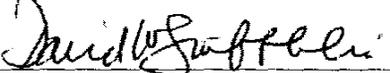
Association President

OEA Labor Relations Consultant
SERB Agent of Record

FOR THE BOARD:



Board President



Superintendent

**MONROEVILLE LOCAL SCHOOLS
TEACHER EVALUATION INSTRUMENT**

N/A	3	2	1
Not Applicable	Unsatisfactory	Needs Improvement	Meets Expectations

NAME _____
 SCHOOL _____
 DATE _____ TIME _____
 LEVEL(S) _____
 ASSIGNMENT _____

A. PLANNING & PREPARATION		RATING	COMMENTS:
1.	Demonstrates knowledge of content and pedagogy.		
2.	Prepares effective daily lesson plans that reflect the course of study.		
3.	Participates in appraising students' skills and abilities and intervention planning.		
4.	Prepares student assessments that align with goals.		

B. CLASSROOM ENVIRONMENT		RATING	COMMENTS:
1.	Creates an environment that promotes fairness and respect.		
2.	Monitors student behavior and stops inappropriate behavior while maintaining student dignity.		
3.	Effectively organizes and maintains a classroom that is safe.		
4.	Makes the physical environment conducive to learning.		
5.	Communicates appropriate expectations to each student.		

STAFF MEMBER: _____

C. CLASSROOM INSTRUCTION		RATING	COMMENTS:
1.	Clearly and accurately presents learning objectives to students.		
2.	Presents lessons using relevant methods, activities, and material which are aligned with the objectives of the lesson.		
3.	Provides relevant examples and demonstrations to illustrate concepts and skills.		
4.	Actively engages all students in the learning process.		
5.	Encourages students to extend in their thinking.		
6.	Summarizes lesson's learning objectives and gives clear assignments.		
7.	Utilizes a variety of assessment techniques.		
8.	Provides students with prompt feedback on in-class work, homework, and assessments.		
9.	Uses instructional time effectively.		

D. PROFESSIONAL RESPONSIBILITIES		RATING	COMMENTS:
1.	Maintains confidentiality and communicates in a professional manner with students and parents.		
2.	Maintains positive working relationships with colleagues.		
3.	Demonstrates punctuality and reliability.		
4.	Follows established district and building policies and guidelines.		
5.	Participates in activities that provide for professional growth and development.		
6.	Uses language and models behavior appropriate to the teaching role.		

STAFF MEMBER: _____

D. PROFESSIONAL RESPONSIBILITIES CONTINUED	RATING	COMMENTS:
7. Uses sound educational judgment in fulfilling professional responsibilities.		

EVALUATOR'S COMMENTS:

RECOMMENDATIONS:

Signature of Evaluator: _____

Date: _____

Signature of Teacher: _____

Date: _____

Note: Your signature denotes that you have received a copy of this report but it does not necessarily indicate agreement. If you believe any portion is not accurate, please attach your concern in writing to the evaluator within ten (10) calendar days (___/___/___).

Comments on above items:

Item # _____
Item # _____
Item # _____
Item # _____
Item # _____

*Code: S=SATISFACTORY P=PROBLEM US=UNSATISFACTORY NO=NOT OBSERVED NA=NOT APPLICABLE

**COACH'S EVALUATION FORM
SUPPLEMENTAL CONTRACT
YEAR _____**

III. Related Information:

1. Areas of Strength

2. Areas Needing Improvement

3. Recommendations

Equipment properly stored and inventory _____
along with list of participants who have outstanding items to return _____

Signature of Coach

Signature of Athletic Director

Signature of Principal

Date

**MONROEVILLE LOCAL SCHOOLS
SUPPLEMENTAL EVALUATION FORM**

Name: _____ Position: _____

Professional & Personal Responsibilities

1.	Cooperates with Building Principal	S	N/I	N/A
2.	Relationship with Students	S	N/I	N/A
3.	Pre-planning	S	N/I	N/A
4.	Professional Conduct	S	N/I	N/A
5.	Organization of Practice Sessions	S	N/I	N/A
6.	Overall Organization	S	N/I	N/A
7.	Teaches Fundamental Skills	S	N/I	N/A
8.	Follows Purchasing Procedures	S	N/I	N/A
9.	Care of and Return of Inventory/Equipment	S	N/I	N/A
10.	Management of Budget	S	N/I	N/A

S = SATISFACTORY N/I = NEEDS IMPROVEMENT N/A = NOT APPLICABLE

Comments:

Signature of Employee

Signature of Supervisor

Date

Employee may attach comments to this form.

MONROEVILLE LOCAL SCHOOL DISTRICT

JOB DESCRIPTION

TITLE:	Classroom Teacher
REPORTS TO:	Principal, Local Superintendent
EMPLOYMENT STATUS:	Full-time/Part-time
FLSA STATUS:	Non-exempt
QUALIFICATIONS:	<ol style="list-style-type: none">1. College or university degree(s)2. Appropriate and valid Ohio teaching certificate3. Good health4. Demonstrates a sincere desire to aid all students.
GENERAL DESCRIPTIONS:	<p>To effectively conduct a high level of instruction and provide an acceptable learning environment for each student as evidenced through classroom observations.</p> <p>Help students to learn subject matter and skills which will lead toward the fulfillment of their potential for intellectual, emotional, and psychological growth. Directs and evaluates the learning experiences of the students in activities sponsored by the school.</p>
PERFORMANCE RESPONSIBILITIES:	<ol style="list-style-type: none">1. Written lesson plans must be available as required by state regulations.2. Utilize all scheduled classroom time for instruction and supervised study.3. Require academic excellence and appropriate behavior from each student during the school day and during voluntary duty (i.e., athletic contests, Christmas plays, dances, etc.).4. Execute any professional tasks as required by an administrator during the workday including monitoring the halls, cafeteria duty, supervising assemblies.5. Create a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.

- 6. Assess the accomplishments of students on a regular basis and provide progress reports as required.
- 7. Develop reasonable rules of classroom behavior and procedures consistent with district policy and administrative regulations.
- 8. Take all necessary precautions to protect students, equipment, materials, and facilities.
- 9. A teacher shall not permit a student to leave the school grounds under any circumstances except as approved by the principal.
- 10. Maintain records as required by district policy.
- 11. Demonstrate knowledge of subject matter.
- 12. Implement and follow rules and regulations of the Monroeville Local School District and of state and federal OSHA laws to provide for safety in the workplace.

TERMS OF EMPLOYMENT:

Work year, workday and salary as adopted by the Board of Education.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's principal or local superintendent.

(Superintendent or Designee)

(Date)

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position. I further certify that I have been informed of the location of the most current copy of the Monroeville Board of Education Personnel Policy Manual.

(Signature)

(Date)

GRIEVANCE FORM

NAME OF GRIEVANT(S) _____ DATE _____

BUILDING ASSIGNMENT _____ GRIEVANCE NO. _____

The date(s) on which the alleged grievance occurred:

The provision(s) of the Master Contract, if any, which allegedly have been violated, misinterpreted, or misapplied: _____

Statement of Grievance: _____

The remedy sought: _____

Signature of Grievant Date

Grievance Chairperson Date

LEVEL ONE

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Principal Date

Disposition by Principal: _____

Signature Date

LEVEL TWO

Grounds for Appeal: _____

Signature of Grievant Date

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Superintendent Date

Disposition of Superintendent: _____

Signature Date

MONROEVILLE LOCAL SCHOOLS

SALARY SCHEDULE INDEX

	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
STEP 0	1.0000	1.2000	1.2500
STEP 1	1.0400	1.2400	1.2900
STEP 2	1.0800	1.2800	1.3300
STEP 3	1.1200	1.3200	1.3700
STEP 4	1.1600	1.3600	1.4100
STEP 5	1.2000	1.4000	1.4500
STEP 6	1.2400	1.4400	1.4900
STEP 7	1.2800	1.4800	1.5300
STEP 8	1.3200	1.5200	1.5700
STEP 9	1.3600	1.5600	1.6100
STEP 10	1.4000	1.6000	1.6500
STEP 11	1.4400	1.6400	1.6900
STEP 12	1.4800	1.6800	1.7300
STEP 13	1.5200	1.7200	1.7700
STEP 14	1.5600	1.7600	1.8100
STEP 15	1.5800	1.7800	1.8300
STEP 16	1.6000	1.8000	1.8500
STEP 17	1.6200	1.8200	1.8700
STEP 18	1.6400	1.8400	1.8900
STEP 19	1.6600	1.8600	1.9100
STEP 20	1.6800	1.8800	1.9300
STEP 21	1.7000	1.9000	1.9500
STEP 22	1.7200	1.9200	1.9700
STEP 23	1.7400	1.9400	1.9900
STEP 24	1.7600	1.9600	2.0100
STEP 25	1.7800	1.9800	2.0300

**MONROEVILLE LOCAL SCHOOLS
TEACHERS' SALARY SCHEDULE
EFFECTIVE JULY 1, 2010**

	BA	MA	MA+30
STEP 0	\$30,510	\$36,612	\$38,138
STEP 1	\$31,730	\$37,832	\$39,358
STEP 2	\$32,951	\$39,053	\$40,578
STEP 3	\$34,171	\$40,273	\$41,799
STEP 4	\$35,392	\$41,494	\$43,019
STEP 5	\$36,612	\$42,714	\$44,240
STEP 6	\$37,832	\$43,934	\$45,460
STEP 7	\$39,053	\$45,155	\$46,680
STEP 8	\$40,273	\$46,375	\$47,901
STEP 9	\$41,494	\$47,596	\$49,121
STEP 10	\$42,714	\$48,816	\$50,342
STEP 11	\$43,934	\$50,036	\$51,562
STEP 12	\$45,155	\$51,257	\$52,782
STEP 13	\$46,375	\$52,477	\$54,003
STEP 14	\$47,596	\$53,698	\$55,223
STEP 15	\$48,206	\$54,308	\$55,833
STEP 16	\$48,816	\$54,918	\$56,444
STEP 17	\$49,426	\$55,528	\$57,054
STEP 18	\$50,036	\$56,138	\$57,664
STEP 19	\$50,647	\$56,749	\$58,274
STEP 20	\$51,257	\$57,359	\$58,884
STEP 21	\$51,867	\$57,969	\$59,495
STEP 22	\$52,477	\$58,579	\$60,105
STEP 23	\$53,087	\$59,189	\$60,715
STEP 24	\$53,698	\$59,800	\$61,325
STEP 25	\$54,308	\$60,410	\$61,935

**MONROEVILLE LOCAL SCHOOL DISTRICT
HURON-ERIE EMPLOYEE INSURANCE ASSOCIATION
SCHEDULE OF BENEFITS**

7/1/07

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon end of month	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$2,000,000	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$500 / \$1,000
Coinsurance	90%	80%
Coinsurance Maximum - Single/Family ¹	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance Out-of-Pocket Maximum (Including Deductible & Coinsurance Maximum) – Single/Family	\$1,000 / \$2,000	\$1,500 / \$3,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	\$20 copay, then 80%
Urgent Care Office Visit ²	\$20 copay, then 100%	\$20 copay, then 80%
Voluntary Second Surgical Opinion ²	\$20 copay, then 100%	\$20 copay, then 80%
Routine Services		
Routine Physical Exams (ages nine and over) ²	\$20 copay, then 100%	\$20 copay, then 80%
Well Child Care Services including Exam, Immunizations and Laboratory Tests (birth to age one, limited to a \$500 maximum per benefit period; age one to age nine, limited to a \$500 maximum per benefit period) ²	Exam - \$20 copay, then 100% Immunizations/Labs – 90% no deductible	\$20 copay, then 80% Immunizations/Labs – 80% no deductible
Routine Mammogram (one per benefit period)	90% - no deductible	80% - no deductible
Routine Pap Test (one per benefit period)	90% - no deductible	80% - no deductible
Routine Prostate Specific Antigen (PSA)	90% - no deductible	80% - no deductible
Routine Endoscopies	90% - no deductible	80% - no deductible
All Routine X-rays, Medical Tests and Laboratory Tests (ages nine and over)	90% - no deductible	80% - no deductible

Benefits	Network	Non-Network
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room ³	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$75 copay, then 90%	\$75 copay, then 80%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Skilled Nursing Facility	90% after deductible	80% after deductible
Human Organ Transplants	90% after deductible	80% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	80% after deductible
Ambulance – air if medically necessary	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible
Home Healthcare	90% after deductible	80% after deductible
Hospice Services	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (31 days per benefit period; Substance Abuse limited to 3 admissions per lifetime)	90% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	50% after deductible	50% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 4th quarter carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



Monroeville Local School District
A member of Huron-Erie School Employee
Insurance Association
Prescription Drug Program¹
Without Oral Contraceptives*
Effective 07/01/2007

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon end of month	
Formulary Retail Program Without Oral Contraceptive Coverage*		
Generic Copayment	\$10	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$25	30
Formulary Home Delivery Program Without Oral Contraceptive Coverage*		
Generic Copayment	\$20	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$50	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

*Oral contraceptives covered for medical necessary care only.

¹Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

DENTAL EXPENSE COVERAGE

Dental Expense Coverage for a dependent child is available from birth to age twenty-three. Dental Expense Coverage eligibility extends from age twenty-three to age twenty-five provided the child is a full-time student at an accredited school, college or university. Proof of full-time student status will be required.

**Calendar Year Maximum for
Other than Orthodontic Services** \$1,500

Orthodontic Lifetime Maximum \$1,000

Calendar Year Deductible Amount

Individual \$25
Family \$50

The deductible amount is waived for Preventive & Diagnostic Services and Orthodontic Services.

Benefit Percentage

Preventive & Diagnostic Services 100% of R&C
Basic Restorative Services 80% of R&C
Major Restorative Services 50% of R&C
Orthodontic Services..... 60% of R&C

**HURON-ERIE SCHOOL EMPLOYEE INSURANCE ASSOCIATION
WORKING SPOUSE COVERAGE – APPROVED AS OF JULY 1, 2007.**

If an employee’s spouse is eligible to participate as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than July 1, 2007.

This requirement does not apply to any spouse who:

- Works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer’s, business’s, organization’s, or retirement plan’s group health insurance coverage and/or prescription drug insurance.
- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form or remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after July 1, 2007. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exceptions stated in this section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by HESE. Additional documentation may be required.

If you submit false information or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

**PLEASE KEEP THIS SCHEDULE OF BENEFITS INSERT
WITH YOUR SUMMARY PLAN DESCRIPTION BOOKLET**

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, Ohio 44131-6808
(216) 520-0088
Fax (216) 520-0044
www.pepple-waggoner.com

STATE EMPLOYMENT
RELATIONS BOARD

2010 JUL 29 A 8:44

Writer's e-mail:
klocke@pepple-waggoner.com

July 20, 2010

Ms. Tammy Johnson
Administrative Assistant
Research and Training
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Monroeville Local School District Board of Education and the
Monroeville Teachers Association
Our File No. 673-7-10

Dear Ms. Johnson:

Enclosed herewith please find one copy of the executed Negotiated Agreement between the above-captioned parties which I am forwarding to your attention for disposition, since a mediation case number was not previously requested. The Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,



Kevin J. Locke

KJL/dlm

Enclosure

cc: Mr. David W. Stubblebine, Superintendent (w/o enclosure)