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STATE EMPLOYMENT  
RELATIONS BOARD

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**NEGOTIATED AGREEMENT**

**between the**

**MANCHESTER LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

*Summit Co.*

**and the**

**MANCHESTER EDUCATION ASSOCIATION**

**Effective June 30, 2011, through August 31, 2013**

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## ARTICLE 1 -- PREAMBLE

The purpose of the Manchester Local School District is to provide the best educational opportunities for the children attending our schools. It is the objective of the Board of Education, the Superintendent, and the instructional staff to provide the highest quality educational program for the children of this district.

The Board of Education, the Superintendent, and the instructional staff can best attain their common objectives and discharge their respective responsibilities utilizing the abilities, experience, and judgments of each other to resolve matters of concern affecting the quality of the educational program.

It is the purpose of this document to establish a relationship between the Board of Education and the Manchester Education Association and to set forth an orderly procedure for negotiations between said parties.

## ARTICLE 2 -- RECOGNITION

### A. Recognition Statement

The Manchester Local Board of Education, hereinafter called the "employer", hereby recognizes the Manchester Education Association, an OEA/NEA affiliate, hereinafter called the "association", as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code.

### B. Bargaining Unit Defined

1. The bargaining unit shall include all certificated employees currently employed or to be employed excluding tutors, nurses, psychologists, substitute teachers, directors, principals, attendance officers, and other administrators.
2. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).

### C. Part-time Defined

Part-time bargaining unit members shall be those who work less than a full day.

### D. Bargaining Unit Member Rights

All teachers of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this contract unless otherwise specified.

E. Membership List - Exclusive Recognition

1. Such evidence shall be in the form of a Membership List which shall include an identification of the MEA officers. This list of said members shall be sent by the MEA President to the Superintendent with a postmark of no later than December 31 of each school year.

Upon receiving the Membership List, the Board hereby recognizes the MEA as the official and sole negotiating agent for all instructional staff employed by the school district.

2. Exclusive recognition shall entitle the MEA to these rights exclusively:
  - a. MEA use of all bulletin boards in staff lounges.
  - b. Payroll deduction of membership dues.
  - c. Use of staff mailboxes for MEA news materials.
  - d. Monthly copy of official Board Minutes and Agenda for MEA use in each building.
  - e. MEA spokesperson has the right to address the Board at all official Board meetings, at the appropriate time on the agenda.

**ARTICLE 3 – NEGOTIATIONS PROCEDURE**

A. Negotiations Requests

1. Upon written request of either team for a meeting to open negotiations within one hundred twenty (120) days of the expiration of the agreement, a mutually acceptable date shall be set no more than ten (10) days following such request.
2. The written request for negotiations shall include:
  - a. Date of writing.
  - b. Statement of purpose.
  - c. Name, address, and phone number of person to contact representing the requesting party.
3. Confirmation of an agreeable meeting date shall be initiated by the party receiving the initial request.
4. "Day," as used in this agreement, is a calendar day unless otherwise stated.

B. Approval of Agenda

1. At the first scheduled negotiations meeting, the official representative of the MEA and the Board shall meet for the sole purpose of submitting the subject items to be negotiated.
2. Scope of negotiations shall include all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the Negotiated Agreement.

C. Meeting Period

1. All meetings shall be conducted in executive session on other than school time, unless mutually agreed otherwise.
2. At the conclusion of each negotiations session, a time and place for the next session shall be mutually set.

D. Procedures

1. Team Member:

Each negotiations team shall consist of three (3) members and one (1) observer. Team members may change.

2. Consultants:

Each negotiations team may use any consultants they feel essential in the course of negotiations. The cost of consultants shall be borne by the party requesting them.

3. Observers:

Each negotiations team shall be permitted one (1) observer in any one (1) negotiations session. These observers shall be without the right to speak or to otherwise participate.

4. Information:

Prior to and during negotiations, the Board agrees to provide to the MEA upon written request and within a reasonable time period, essential information concerning the financial resources and expenditures of the school district and a Teacher Training & Experience Grid to assist the MEA in developing intelligent and accurate proposals.

5. Authority:

Members of both negotiations teams shall be empowered with the authority to negotiate; that is, to make proposals, consider proposals, and make concessions on behalf of their constituents during negotiations.

6. Good Faith:

All negotiations shall be conducted in "good faith." "Good faith" requires that the MEA and the Board be willing to react to each other's proposal or counterproposal with the intention of reaching mutual agreement. If a proposal or counterproposal is unacceptable to one (1) of the parties, the party is obligated to give their reasons based upon the best information available. "Good faith" requires both parties to recognize negotiations as a shared process.

7. Caucuses:

During a negotiations session, either team may call caucuses not to exceed thirty (30) minutes each, unless mutually agreed to extend beyond the thirty (30) minute time frame.

8. Recess:

Either team may declare a recess when it appears meaningful progress cannot be obtained. Whereupon, a time and place for the next bargaining session shall be mutually set.

9. News Releases:

While negotiations are in progress and until agreement has been declared, no outside news releases shall be made without the prior agreement of both teams. Said releases shall be in writing, and both teams shall receive a copy at least twenty-four (24) hours before it is in the hands of the news media.

10. Progress Reports:

Progress reports may be made to the represented bodies by either team, at the discretion of that team.

11. Minutes of Sessions:

Tape recorders, for dictating purposes only, shall be permitted at each negotiations session, upon approval of each team, and/or a recording secretary shall be mutually appointed to take the official notes of each negotiations session. The notes of each session shall be read and approved by the official spokesperson

of each team prior to the beginning of the next regularly scheduled negotiations session.

12. Tabling:

During a negotiations session, items on the agenda may be tabled or temporarily set aside by the team presenting the item. These tabled items shall receive first consideration at the next scheduled session.

13. Dispute Settlement Procedure:

a. If after forty-five (45) calendar days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

b. This dispute resolution procedure is mutually agreed to by the parties under Ohio Revised Code 4117.14(C)(1)(f) and is intended to supersede the procedures contained in Ohio Revised Code 4117.14.

c. The mediation period shall be thirty (30) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the thirty (30) days by mutual agreement of the parties.

d. At any time after the initial thirty (30) calendar days set forth in (c) above, the Association may proceed in accordance with Ohio Revised Code 4117.14(d)(2).

E. Tentative Agreement and Ratification

1. As the tentative agreement is reached on each item during negotiations, it shall be reduced to writing, initialed by the official spokesperson of each team, and set aside.

2. Tentatively agreed to items may only be recalled as part of the unfinished agenda when it is agreed to by both teams.

3. When the tentative agreement is reached on all items to be negotiated, the proposed agreement shall be reduced to its final language and submitted first to the MEA for ratification by a vote of its membership, and then to the Board for final approval at the next regularly scheduled Board meeting.

4. When approved by both parties, the agreement shall constitute a revision of School Policies and shall be binding on both parties.

F. General Provision

1. If any provision of this document or any application of this document to any teacher shall be found contrary to law, then the provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force.
2. No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or the Board by reason of such activity.

G. Amendment Procedure

1. This agreement may be amended by mutual agreement of both parties. A meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party.
2. Negotiations shall be conducted in accordance with the procedures in this document, but such amendment proposals shall not be permitted during the negotiations period as defined in this document.

**ARTICLE 4 -- GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" shall be considered any question where a teacher feels there has been an alleged misinterpretation or misapplication of School Board Policy, the master agreement between the Board and the MEA, individual school policy, or concerns about working conditions in the school.
2. The association has the right to file a grievance if accompanied by a named certified employee. The certified employee does not have to be the aggrieved individual. The employee representing the grievance shall be present at all meetings.

The grievant or grievant representative has the right to halt the grievance at anytime during the process. Termination of the grievance shall be submitted in writing to the Superintendent with a copy to the MEA President.

B. Informal Procedure

1. If a teacher believes there is a basis for a grievance, he/she should first discuss it with the Building Principal (or his designee) in an effort to resolve the problem informally. The teacher is encouraged to resolve the problem with the Principal, but may ask a member of the Executive Committee of the MEA to be present at

the meeting after informing the MEA of the nature of the grievance. The teacher shall inform the Principal that the discussion is, in fact, the informal stage of a grievance.

2. If an agreement can be reached informally, any change affecting the written policies, where no policy exists, shall be written out and given to the staff within ten (10) school days.

C. Formal Procedure

1. Level One

- a. If the grievance cannot be settled by Informal Procedure, the teacher shall provide a written grievance, on a form available in each school office, within five (5) school days after failure to resolve the grievance informally. A copy will be kept by the teacher and one (1) copy will be given to the building representative of the MEA. A meeting shall be scheduled within five (5) school days after presentation of written grievance.
- b. The meeting on the written grievance shall include the Principal, the teacher filing the written grievance, and a representative of the Executive Committee of the MEA.
- c. The Principal, after the meeting, shall make his/her decision known in writing, within five (5) days. Copies of this decision should be sent to the teacher, and MEA representative present at meeting, and the file for written grievances kept in each school office.
- d. After receiving the written reply, the Executive Committee of the MEA or its designated committee will decide within five (5) days whether or not to advance the grievance further and will inform the teacher and the principal of its decision in writing.
- e. If all parties concerned are in agreement with the written reply by the Principal, the teacher and the Principal shall be informed in writing, within ten (10) days, of acceptance of any change in policies mentioned in Section A.1, herein.
- f. If the MEA agrees to further support the grievance and is not in agreement with the written decision of the Principal, an MEA Executive Committee member shall be at all subsequent meetings.
- g. If MEA decides against further involvement, the teacher may decide to carry the grievance further through additional grievance steps, but without support from the MEA.

2. Level Two

- a. In the event a satisfactory settlement has not been reached or the matter is beyond the jurisdiction of the Principal, the written grievance shall be submitted to the Superintendent and a conference set up within five (5) school days or as soon after as practical.
- b. The Superintendent shall submit a written reply within five (5) days after such meeting, or as soon after as practical.
- c. If the decision is accepted by all parties involved, a written change in policy shall be submitted to the staff affected by this change in policy within seven (7) school days.

3. Level Three

- a. In the event the parties involved and the Superintendent cannot reach agreement, the written grievance shall be submitted to the entire Board, in private session, for a final decision.
- b. Such decision shall be made available to the grievant, MEA executive committee and the appropriate administrators, in writing, within ten (10) school days.

D. No Reprisals

No reprisals shall be taken by the Board or by any member of the administration against any teacher by reason of participation in a grievance.

**ARTICLE 5 -- LEAVE POLICIES**

A. Sick Leave

1. Use of Sick Leave

- a. "Teachers,...upon approval of the responsible Administrative Officer of the school district, may use Sick Leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. The Board of Education shall require a teacher to furnish a written, signed statement, on forms prescribed by such Board, to justify the use of Sick Leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates he/she was consulted. Nothing in this section shall

be construed to waive the physician-patient privilege provided by Ohio Revised Code 2317.02. Falsification of a statement is grounds for suspension or termination of employment under Ohio Revised Code 3319.081 and 3319.16."

- b. For purposes of this section, "immediate family" includes: employee, children, stepchildren, adopted (or in process of adopting) children, spouse, parents, stepparent, siblings, mother-in-law, father-in-law, grandparents (spouse's grandparents included), or other relatives currently residing in the household. Grandchildren are included when seriously ill.
- c. The Board shall permit sick leave to be used for absence in case of death of close relatives or friends not in the immediate family, subject to the other provisions given in Section (a) herein.
- d. Sick days or personal leave days may be used for funerals.
- e. Sick leave shall be charged at not less than one-fourth (1/4) day increments.
- f. Any employee receiving sick leave pay is prohibited from working elsewhere in either a volunteer or paid capacity.
- g. If an employee misses more than ten (10) days (or demonstrates a misuse of sick leave) and/or the insurance costs for that sick leave absence exceeds twenty thousand dollars (\$20,000) said employee might be required to be released for return to employment by a physician chosen by the Board of Education. If the employee's physician and the Board's physician disagree, a third physician paid for by the Board and mutually agreed upon shall make the final decision.

2. Accumulated Sick Leave

- a. The number of sick days that can be accumulated shall not exceed 273 days for the 2011-2012 and 2012-2013 school years.

3. Donation of Sick Leave

- a. If a certified staff member is absent for sixty (60) consecutive work days or more due to a catastrophic (as defined in d. below) or long-term illness or accident of the certified staff member, spouse, or minor child; and said certified staff member has exhausted all accumulated sick leave, another certified staff member may donate up to two (2) days of his/her accumulated sick leave to the absent certified staff member.

The sick leave donation is not available for absence associated with normal pregnancy and childbirth, including a Cesarean section delivery; however, medical complications which would otherwise qualify are not prohibited. A certified staff member seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide detailed medical information in support of any sick leave donation request.

Recuperations from surgeries and other procedures, which could have otherwise reasonably been scheduled during school vacation periods will not qualify for the sick leave donation. A certified staff member whose sick leave has been depleted by intermittent use (stopping and starting again at intervals) shall not qualify for this benefit. A certified staff member who requests sick leave donation must use all of his/her accumulated sick leave first, including the five (5) day advance, and then he/she may use donated sick leave days if needed to reach the maximum aggregate.

- b. No certified staff member may receive more than an aggregate of twenty (20) donated sick leave days within a two-year calendar period.
- c. No certified staff member shall be actively employed with any other employer, public or private, part-time or full-time, during the period of time he/she is receiving benefits of donated sick leave days.
- d. Catastrophic illness is defined as severe physical illness requiring prolonged hospitalization or recovery and which usually involves high costs for medical care, including hospitals, doctors and medicines. The Superintendent and the Board of Education shall be the final determiner as to whether an illness is catastrophic.
- e. Donation of sick leave days must be initiated by the certified staff member donating the day(s) on a form furnished upon request from the Treasurer. The form must be submitted no later than two (2) weeks prior to the pay date the donated sick leave days will be used by the absent certified staff member.
- f. All required detailed medical information and forms must be submitted before any donated sick days will be allowed to be used.

B. Personal Leave

- 1. Personal Leave is designed to permit teachers to be absent to take care of matters that cannot be handled in any other way or at any other time. Its use is, therefore, to be requested after the teacher has given careful thought to the urgency of the reason. Personal Leave cannot be used to extend a vacation, or be granted on the day before or the day following a school holiday or holiday period. Personal

Leave cannot be used to support any type of work stoppage, or in any way that would enhance a second occupation and/or hobby.

Exceptions may be made to the vacation/holiday period requirement if reasons are given, and they are not related to extending the vacation or holiday.

2. All Personal Leave days shall be submitted to the Superintendent through the Building Principal. A teacher planning to use Personal Leave should notify his/her Principal of such intent as soon in advance as possible. The Superintendent may, at his discretion, permit additional leave days. His approval or disapproval on all Personal Leave requests is final. Should the teacher wish to rescind the request for an approved personal leave day(s), such request must be presented to the Principal no later than 8:00 A.M. the day prior to the approved personal day.
3. Personal leave shall be taken at not less than one-half (1/2) day increments.

C. Unrestricted Leave

1. Three (3) days of Unrestricted Leave may be granted to a teacher in the Manchester School System. Unrestricted Leave must meet all guidelines set forth in Personal Leave Sections 1 and 2.
2. These days are non-cumulative. No more than ten percent (10%) of all teachers shall be granted Personal Leave on any given working day.
3. Use of Unrestricted Leave contrary to the provisions of Personal Leave Sections C.1 or 2 shall result in the loss of pay for each day of improper use.

D. Military Leave

In the case of forced military service, leave without salary shall be granted for the duration of the service, and the teacher shall return to his/her previous contractual status.

E. Lengthy Illness/Disability (Personal Illness Leave)

1. A teacher whose personal illness or disability extends beyond the period covered by accumulated sick leave will be granted further leave, without pay, for such time as is necessary for the complete recovery from such illness or disability and the teacher shall return to his/her previous contractual status. In order to be eligible for such leave, the teacher must provide written documentation (i.e. Medical Report) from the teacher's physician.
2. A teacher who exhausts the sick leave days warranted under this agreement and has obtained Personal Illness Leave shall be entitled to pay the cost of the premium for the fringe benefit insurance coverage if he/she pays the appropriate

premium to the Treasurer at the time and in the manner prescribed by the Treasurer and pursuant to the carrier's guidelines.

3. When an employee is approved by STRS for a disability retirement, sick leave and personal leave can only be used for a maximum of 20 days (any combination of sick or personal) from the date of said STRS approval.

F. Parental Leave

1. A teacher for reasons of pregnancy, adoption, maternity, or paternity, may request a Leave of Absence without salary for a period of two (2) consecutive academic semesters. (A fractional part of a semester shall constitute one [1] semester.) A request may be made for two (2) additional consecutive academic semesters.
2. The pregnant teacher may choose any of the following options during pre and/or post-delivery:
  - a. Continue to teach so long as she states her job is not detrimental to her health and her pregnancy will not interfere with her professional duties and/or
  - b. For illness due to pregnancy, a teacher may use accumulated paid Sick Leave, prior to delivery and post delivery. Post delivery is based upon the physician's release.
  - c. Request Parental Leave.
3. Employees' Responsibility:
  - a. Request leave thirty (30) days prior to the date leave is to commence. Notify the Board of his/her intention to return to active employment at least thirty (30) days prior to the termination of leave or before April 1 of the school year in which the leave is taken, whichever is earlier.
  - b. Contact the Board's hospitalization insurer concerning individual billing for the total cost of the premium during leave.
  - c. Upon return from leave, the teacher shall return to his/her previous contractual status.

G. Professional Meetings

1. Professional meetings include attendance at in-service programs, workshops, clinics, and other approved meetings.

2. Applications for professional meetings shall be submitted to the Superintendent, through the Building Principal, for approval.
3. The MEA shall be provided up to five (5) days total per year for professional meetings. No more than two (2) employees from a building on any given day shall attend. No more than four (4) 1/2 days per year shall be used.

H. Professional Leave

1. A teacher may be granted Professional Leave after three (3) consecutive years of experience in the Manchester School System. The request must be submitted to the Superintendent by April 15, immediately preceding the leave year. The teacher may be granted leave (without pay or Board-paid benefits) for study for one (1) full semester or two (2) semesters, but not longer than one (1) school year. The application for leave shall be accompanied by an outline of the program of study or research to be pursued.
2. Notification of intent to resume the employment must be made at least sixty (60) days prior to the termination date of the Leave of Absence but in no case later than April 1 of the school year in which leave is taken.
3. Upon reinstatement, the teacher's salary shall be based on current training and the experience level prior to the leave. He/she shall be returned to the contractual status which he/she held at the time his/her leave commenced.

I. Assault Leave

Any teacher who has been physically assaulted by a Manchester parent or student, as a direct result of discharging his/her professional duties, and is unable to continue with work obligations, may submit a request to the Board of Education for Assault Leave for up to ten (10) work days. Granted leave may be resubmitted up to a total of thirty (30) days. A teacher on Assault Leave shall receive full compensation and benefits. The use of Assault Leave shall subrogate all rights to recovery of compensation paid by the Board of Education.

J. Jury Duty Leave

If an employee serves jury duty, the Board shall pay the employee his normal pay, and the employee may keep the amount received from the court. If the teacher is not required to report for jury duty on any day during the jury duty period, he/she shall notify his/her Principal of that fact when he/she is aware of that fact and he/she shall report to work on those days when no jury duty is required. Such leave shall be used as a credit against personal leave; if personal leave is exhausted, then such leave will be credited as Jury Leave. Approved Jury Leave shall not reduce the teacher's personal leave days.

K. Other Leave

1. A teacher may be granted other leave after five (5) years of experience in our system.
2. Those granted leave shall receive preferential treatment in reemployment, and shall return to his/her previous contractual status.
3. A teacher reemployed after leave periods shall be placed on the salary schedule at the year's experience level attained when leave began. Notification of intent to resume employment must be made at least sixty (60) days prior to termination date of Leave of Absence, but in no case later than April 1 of the school year in which leave is taken.
4. The teacher, upon being granted leave, shall sign a letter of intent that he/she shall return to employment with the Manchester School System at the conclusion of the leave period and shall not accept employment with any other board of education during or immediately following the leave period without first obtaining a written release from the Manchester Board. Leave may be cancelled if the teacher secures employment with another board of education.
5. There shall be no benefits extended to a teacher on Unpaid Leave; however, the teacher may purchase insurance at the group rate, pursuant to the carrier's guidelines.
6. Leave shall be approved for one (1) year at a time, but may be renewed.

L. Reduction In Force

1. The Board has the responsibility for determining staff needs. The Superintendent is charged with the responsibility of making recommendations that are consistent with Board determinations.

The reasons for reductions shall include: (a) drop in enrollment, (b) territorial changes, (c) return from Leave of Absence, and (d) financial reasons.

2. The following principles shall apply in the event reductions are necessary:
  - a. Every effort shall be made to accomplish reductions through attrition, i.e. resignations and retirement.
  - b. Preference shall be given to teachers holding continuing contracts and to teachers with greater seniority.
  - c. When teachers (K-12) are unassigned due to reduction in staff, they shall displace the most recently hired teachers in their area of

certification(s)/licensure. In the event there are more teachers who are identified as the "most recently hired" than there are positions to be eliminated, the final determination regarding who shall be effected by the reduction shall be based on each teacher's effectiveness with children as determined by the Principal's observations and the Cooperative Appraisal Program. Date of employment shall be the first day of the contract year.

- d. Any teacher who is unassigned due to a reduction shall be recalled to any position that might develop in the Manchester Local School District on the basis of the teacher's certification/licensure.
  - e. Limited contract personnel shall be kept on a list in the order of their seniority for fifteen (15) months from date of suspension or until they accept another teaching position. They shall be re-employed for positions for which they qualify by nature of certification/licensure in the order of their seniority.
  - f. Every effort shall be made to notify the affected teacher at the earliest possible date regarding the possibility of suspension of employment due to the reduction in staff. The administration shall make a conscientious effort to assist teachers who are suspended in obtaining another position.
3. This provision shall remain in full force and effect between the parties and shall terminate with the effective date of any legislation regarding reduction in force.
  4. Any subsequent modifications permitted by law may be the subject of negotiations between the parties.
  5. The Board shall maintain its right to nonrenew a limited contract teacher by giving the teacher a written notice of nonrenewal on or before April 30. This procedure shall supersede statutory procedures which relate to nonrenewal under H.B. 330 (O.R.C. 3319.11 and 3319.111 effective 7-1-89). Nonrenewal procedures shall be followed as outlined in O.R.C. 3319.11 prior to 7-1-89.
  6. A tutor shall not have the ability to displace a regular teacher.

#### **ARTICLE 6 -- RIGHTS AND RESPONSIBILITIES**

##### **A. Academic Freedom**

1. A professional staff seeks to educate people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual personality.

2. Academic Freedom within written School Policy shall be granted to teachers in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time, and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas.
3. Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedure will be observed.

B. Substitute Teachers

1. In all cases of teacher absences of one-half (1/2) day or more, principals will make every effort to secure the necessary substitute teachers. Only when a qualified substitute is not available, or an emergency arises during the school day, will teachers be assigned by the Principal to cover classes of an absent teacher.
2. When a teacher is asked to substitute for an absent teacher and as a result loses his/her planning period, a record shall be kept of this planning period. The Principal shall ask teachers to cover classes of absent teachers on an equitable basis. The teacher's acceptance of the assignment shall be voluntary.
3. Substitute teachers should be provided in all special areas, if available. This includes such areas as physical education, music, art, and library.
4. Principals shall make an effort to provide compensatory time for teachers who supervise on their lunch or planning time.

C. Assignment and Transfer of Professional Personnel

1. The assignments and reassignments of teachers shall be made in accordance with the needs of the schools. Seniority shall be given primary consideration when making assignments.
2. As vacancies become known, they shall be posted in each school's general office so they are available to all teachers. No posting will be made after the last teacher day of the school year. Notification will be made to all bargaining unit members during the summer months through the school email account.
3. In order to qualify for posting, the teaching position to be posted should:
  - a. Be a full-time teaching position or any course new to the curriculum.
  - b. Be a position that requires a teaching certificate/licensure.
  - c. Be a position that requires a contract.

- d. Be a full-time position that is new to the system, or a position that is vacated through retirement, resignation, transfer, release, or other cause.
4. Vacancies for the succeeding school year shall be posted a minimum of ten (10) work days in the schools' general offices. Vacancies for the current school year shall be posted a minimum of three (3) work days in the schools' general offices.
5. The Superintendent determines who shall fill the vacancies, except no transfers shall be made until all candidates have been screened and, in the Superintendent's judgment, the best person has been selected for the position. If no candidate is found suitable, persons from outside the system shall be considered.
6. Teachers shall be notified of their next year's assignment, grade level, and/or subject area before June 15 of the preceding year. Any vacancy occurring after June 15 shall be filled at the discretion of the Superintendent after following procedure in C.2 above. Under certain circumstances, the Superintendent may have to make reassignments after June 15.

D. Teacher Evaluation

1. Minimum number of teacher classroom observations by the Principal shall be two (2) for all teachers on performance review. The number of classroom observations for continuing contract teachers on performance review shall be a minimum of one (1) per semester.
2. Time, length, and date of classroom observations shall be recorded on the evaluation record.
3. The Principal shall give to all new teachers a handbook of policies and procedures to follow.
4. The following procedures are to be followed with respect to the evaluation of all teachers:
  - a. The Principal shall schedule a faculty meeting prior to September 16, for the purpose of outlining the approach to be taken with respect to observations and evaluations.
  - b. The review shall indicate the manner in which observations will be made and the times generally to be noted.
  - c. Any complaint or concern not directly observed by the administration shall be reviewed with the teacher during a conference held as soon as reasonably possible after the occurrence of such concern.

- d. The teacher shall be provided a copy of the summary of the observation and the conference report within ten (10) work days, unless there are extenuating circumstances.
  - e. Only those deficiencies noted by the observer, whether from classroom observations or other areas of responsibility, and reduced to writing within one (1) week along with corrective action, shall be used for the yearly evaluation(s).
  - f. If the deficiency is serious, possible consequences shall be stated in writing.
  - g. These steps should be taken as early as possible so there is a maximum period of time for improvement.
  - h. The Principal shall schedule individual conferences to provide additional briefings for any teacher who so requests.
5. Any subsequent modification permitted by law shall be the subject of negotiations between the parties at the next scheduled bargaining session.
6. At the call of the Superintendent, an advisory committee shall be formed to study the evaluation instrument. A representative from each building shall be appointed separately by the MEA and the administration. The committee shall be chaired by the Director of Curriculum or the Superintendent's designee. All administrators shall be members of the committee. Teachers shall be appointed by the MEA equal to the number of administrators on the evaluation committee. All suggested changes in the evaluation instrument shall be submitted to the Superintendent for his review and disposition thereof.
7. The provisions of this evaluation procedure shall supersede statutory provisions relating to teacher evaluations under the provisions of H.B. 330 (O.R.C. 3319.11 and 3319.111, effective 7-1-89).

E. Summer School

The staff should be notified of all courses that may be taught in summer school by May 15, so that interested teachers may apply for these positions. Said applications shall be submitted to the Principal no later than one (1) week after the schedule is posted.

F. Curriculum Organization, Selection of Teaching Materials

The Board agrees to pay \$300 per member of the math, English, science, social studies, and reading committees (maximum 10 members per committee) or the option of exclusion from year- end records day. Committee members are to be appointed by the principals. The number of meetings is to be established by the committee with the

Curriculum Director's approval. Members must attend 90% of the meetings to qualify for credit.

Teacher representatives and administrators from all levels of education in specific subject areas shall participate on a committee regarding curriculum revisions and/or selection of textbooks and other teaching materials which require continuity in the presentation at various levels. Resource people, such as county or state supervisors and company representatives, should be consulted whenever possible. The County Education Office has established guidelines which must be considered first. The majority of teachers involved must agree before a recommendation can take place.

G. Committee Assignments

Committee assignments, other than curriculum committees, shall be on a voluntary basis. Where applicable, committee assignments may be used to meet evaluation requirements.

H. Entry Year

1. Definitions

For the purposes of this Contract, the pertinent terms shall be defined as follows:

- a. **Level I Mentor Teacher:** A teacher with five years of experience with the Manchester Local School District who has completed the instructional mentor training for the Resident Educator Program who will provide formative assistance to the Resident Educator.
- b. **Level II Mentor Teacher:** A teacher with five years of experience with the Manchester Local School District who will provide formative assistance to the Entry Level Teacher.
- c. **Resident Educator:** A teacher holding a provisional or Resident Educator License.
- d. **Entry Level Teacher:** A teacher newly hired into the Manchester Local School District regardless of years of service, under a teaching license, who will be provided formative assistance by a Mentoring Teacher. All Entry Level Teachers must participate in the Mentoring Program.
- e. **Formative Assistance:** Assistance which is diagnostic and designed to yield information that will support Entry Level Teachers in identifying skill of professional education standards and professional development. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.

2. Selection Criteria for Mentoring Teachers

Selection of the Mentoring Teachers will be based on the requirements listed in the definitions above.

3. Responsibilities of Level I Mentor

During the first year of the Resident Educator the Mentor, in concert with the Resident Educator, shall: (a) complete the collaborative log - recommended twice per month, (b) oversee the completion of the Resident Educator Tool by the Resident Educator in the fall and spring, (c) oversee completion of Analysis of Reflection Data, and (d) oversee the completion of the Goal Setting Document, which is an ongoing process throughout the year.

During years 2, 3, and 4 of the Resident Educator Program, Mentors and Resident Educators will satisfy the Resident Educator Program as defined by the Ohio Department of Education.

4. Responsibilities of Level II Mentors

The Mentor, in concert with the Entry Level Teacher, shall: (a) develop a Formative Assistance Plan and (b) submit a monthly report to the building principal.

5. Restrictions

- a. Formative Assistance Plan may be mutually developed by the Mentoring Teacher and the Entry Year Teacher, but shall not be developed or utilized as a remediation program.
- b. All interaction, written or oral, between the Mentoring Teacher and the Entry Year Teacher may be regarded as confidential.
- c. Providing Mentors to Entry Year Teachers will be prioritized over providing mentors to new hires (not new to teaching.)

6. Protections

- a. Other than a notation to the effect that a teacher has served as a Mentoring Teacher, a teacher's activities as a Mentoring Teacher shall not be a part of that teacher's evaluation unless acts of unprofessionalism are witnessed, immoral conduct, or safety of students is regarded as an issue.
- b. No Entry Year Teacher shall be required to remain in an Entry Year Program for a period longer than one (1) school year at Manchester, provided the Entry Year Teacher becomes properly licensed.

- c. No later than six (6) weeks after the initiation of the Mentoring Teacher Program, the Entry Year Teacher may request to have a new mentor teacher assigned at the discretion of the principal.

7. Compensation

- a. A Level I Mentor will receive a supplemental stipend of 2.0% of the base salary for mentoring one (1) Resident Educator.
- b. A Level II Mentor will receive a supplemental contract of 1% of the base salary for mentoring an Entry Level Teacher.

8. Program Review/Revisions

- a. Mentoring Teachers and Entry Level Teachers shall submit recommendations to a joint review committee prior to the end of each school year to assess the Entry Year Program. The committee shall be composed of the Mentors, Entry Level Teachers, respective Principals, and the Director of Curriculum and Instruction (chairman).
- b. Association representatives and the district administrative representative shall meet to discuss the recommendations prior to the next school year. Any change in the Entry Year Program must be mutually agreed to and reduced to writing by the parties to this Contract, and shall constitute an amendment of the applicable provisions of this Contract.

I. Special Education

The Board and the administration shall add additional classes to replace tutoring when money and space are available. These programs shall be approved by the State.

J. Educational Aides

- 1. We shall strive to use educational aides to release teachers from non-academic assignments, thus, allowing more time for pupil instruction and planning.
- 2. Educational Aides
  - a. May be used to relieve teachers of clerical duties, such as permanent records and report cards.
  - b. May be assigned to teachers working in a team situation to assist in clerical work and individual programming.

- c. May enable the administration to establish an equity basis of non-assignment of non-academic tasks to the system's teaching personnel (if one school does not require teachers to handle permanent records and grade cards, teachers in the system's other schools may not be burdened with this responsibility).

K. Job Descriptions

1. The administration shall publish job descriptions for all positions not classified as teaching in the classroom, which shall answer the following questions:
  - a. What tasks must be performed?
  - b. Who should perform these tasks?
  - c. Who retains responsibility for these tasks?
  - d. What are the necessary knowledges and abilities to perform them?
2. These job descriptions shall cover such positions as department heads and librarians.
3. Upon approval of this contract and upon the subsequent acceptance of a position by an employee, two copies of the job description shall be dated and signed by the employee. All employees shall sign their appropriate job descriptions including all coaches, EPS advisors, and athletic directors. Payment for said job assignment shall be delayed until receipt of said signed job description.

L. Teaching Day

A teacher's work day shall be seven (7) hours and fifteen (15) minutes.

1. Preparation Period --High School, Middle School
  - a. Administrators of the High School and the Middle School shall make every reasonable attempt to arrange teacher schedules so that each teacher shall have a minimum of one (1) preparation period per day. The Board shall guarantee each teacher at least five (5) periods per week. If a teacher has four (4) preparations per day, reasonable efforts will be made to provide additional planning time.
  - b. A teacher shall not be required to have more than four (4) preparations and not more than six (6) instructional assignments per day. The instructional day shall not exceed three hundred (300) minutes.

- c. When the administration finds it necessary to exceed the limits of Section L.1.b., above, said teacher shall be paid:

$$\begin{array}{rclcl}
 \text{Additional} & & \text{Teacher's} & & \text{No. of Days} & & \text{Total} \\
 \text{Time} & \times & \text{Yearly} & \times & \text{Additional} & = & \text{Additional} \\
 \hline
 435 & & \text{Salary} & & \text{Pay} & & \text{Pay} \\
 & & \text{Contract Days} & & & & 
 \end{array}$$

2. Preparation Time -Elementary

- a. The administration shall arrange teacher schedules so that each teacher shall have at least two hundred (200) minutes of preparation time in the work week in addition to the time required by law for lunch periods. Special teachers (music, art, physical education--K through 8) shall be considered under this category.
- b. When the administration finds it necessary to schedule the teacher for a preparation time, for a semester, the said-teacher shall be paid:

$$\begin{array}{rclcl}
 \text{Addition} & & \text{Teacher's} & & \text{No. of Days} & & \text{Total} \\
 \text{al} & \times & \text{Yearly} & \times & \text{Additional Pay} & = & \text{Additional} \\
 \text{Time} & & \text{Salary} & & & & \text{Pay} \\
 \hline
 435 & & \text{Contract Days} & & & & 
 \end{array}$$

- c. Travel time shall not be considered as preparation time.

3. Other than conference days, a teacher may schedule their own parent conference. No conferences shall be scheduled on Fridays unless there is an emergency.

M. Adoption of School Calendar

1. The Board shall consult with the proper MEA representative before establishing the school calendar each year.
2. MEA shall present the proposed calendar to the membership for a secret ballot. The calendar recommended to the Superintendent must have a majority vote of the MEA membership.
3. The Board will make the final decision on the adoption.

N. Pupil-Teacher Ratio -- Periods in the School Day

The Board fully supports the goal of reducing class sizes, reducing study hall time, and increasing the amount of time which students spend in the classroom.

Every attempt shall be made to keep lower performing students in language arts classes to a pupil/teacher ratio of 20/1.

O. Special Area Teachers

The Superintendent shall recommend, and the Board shall provide art, music, and physical education teachers at the elementary grades (1-6). These positions shall be maintained unless, in the judgment of the Board, a severe financial crisis exists.

P. Substance Abuse

The MEA agrees to support and comply with the provisions set forth in Substance Abuse Policy 3170 approved by the Board.

Q. Drug-Free Workplace

The MEA agrees to support and comply with the provisions set forth in Drug-Free Workplace Policy 3122.01 approved by the Board.

R. Criminal Records Check

The MEA agrees to support and comply with Criminal History Record Check Policy 3121 which states in part: "if the results indicate that the applicant has been convicted of or pleaded guilty to any crime on the 'Disqualifying Crimes' list or a substantially similar crime in another jurisdiction, the applicant's contract shall be terminated."

Any employee who refuses to fill out the criminal records check form or falsifies any information on the form shall have their contract terminated.

S. Local Professional Development Committee

1. Purpose and Authority

- a. The purpose of the Local Professional Development Committee (LPDC) is limited to the review/approval of Individual Professional Development Plans (IPDP) and professional development activities for recertification and licensure as specified by Ohio Revised Code 3319.22 and AC 3301.24.
- b. The LPDC shall have no authority to revise, delete, add to, or modify any Article or Section of this Contract or any Board Policy. The actions of the Committee are not to be contrary to the Contract or law.

2. Selection of LPDC Members

- a. The Committee shall be comprised of a majority of practicing classroom teachers.

- b. The Committee shall be comprised of five (5) members as follows:
  - (1) Three (3) teachers selected by the MEA (2 teachers when administrator's plan is being assessed);
  - (2) Two (2) administrators and/or other district employees appointed by the Superintendent. (3 administrators when administrator's plan is being assessed)

3. LPDC Structure

- a. There shall be one (1) Local Professional Development Committee.
- b. The scope of the Local Professional Development Committee shall be district-wide.

4. LPDC Procedures

- a. The LPDC committee shall determine the time, location, and number of LPDC meetings per Board Policy.
- b. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

5. Training and Compensation

- a. LPDC members shall be provided with on-going training as determined by the Committee, with the approval of the Superintendent.
- b. LPDC members shall receive \$300/year for their services.
- c. LPDC members shall be provided release time for work pertaining to their duties pending the Superintendent's approval.

6. Facility, Equipment, and Support Services

- a. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files IPDP, and any other work requiring storage and/or file space.
- b. The Committee shall be provided with secretarial support pending the Superintendent's approval.

7. Term of Office

The term of office for the LPDC member shall be three (3) years.

8. Employee Protection

The involvement in the activities of the LPDC process shall not be used for employment decisions by the Board unless the individual is unprofessional or there are proven acts of immorality.

9. LPDC Appeals Procedure

- a. All appeals shall use the appeals procedure described in the existing District LPDC resource guide.
- b. The LPDC Appeals Procedure is not subject to the grievance/arbitration procedure outlined in the Collective Bargaining Agreement.
- c. The Committee's decision is appealable to the state level (if a state level process is developed) for those individuals who have been adversely impacted or disagree with the decision of the LPDC.
- d. Note: Issues for appeal are limited to procedural matters in the LPDC appeals process.

10. Sunshine Law

LPDC shall follow all requirements of the Sunshine Law, i.e. notify media of meetings, keep minutes, and operate in open session.

T. Technology

1. Monitoring Students

Teachers will make reasonable efforts to monitor student internet usage in class. Upon discovery of student access to controversial material or internet purchases, the teacher shall inform the principal. The teacher shall not be subject to disciplinary action if reasonable efforts were taken.

2. Employee Usage

Employees shall be permitted reasonable use of Board provided computers and electronic devices in teacher-accessible areas of their buildings. Inappropriate usage of a computer or other electronic device by an employee shall subject that employee to the provisions of Section V. Employee Discipline of this negotiated agreement.

3. Technology Support

The Administration will make every attempt to provide adequate personnel support in the area of technology.

U. Physical Assault

If the Superintendent is aware of a physical assault on a teacher, he/she will, as a courtesy, contact the teacher involved. If the Superintendent does not know of the assault in a timely manner, the employee may request a meeting with the Superintendent at anytime for any reason. Nothing herein shall at all limit the Superintendent's authority under O.R.C 3313.66.

V. Employee Discipline

1. Employees may be disciplined for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause. No teacher may be disciplined without "just cause" and compliance with the applicable provisions of this Agreement.
2. Employees shall have the right to representation beginning at the written reprimand stage.
3. Based upon the severity of the situation, disciplinary action may warrant deviation from the following procedural order:
  - a. Oral reprimand;
  - b. Written Reprimand;
  - c. Suspend 10 days with or without pay but fringe benefits will be maintained;
  - d. Termination pursuant to R.C. §3319.16.
4. Oral and/or written reprimand may be utilized for infractions which, in the judgment of the responsible administrator, do not warrant a suspension. A suspension with pay may be imposed at any time by the Superintendent or his/her designee either separately, or in conjunction with an oral or written reprimand. A suspension without pay may be issued, as determined by the Superintendent or his/her designee, in cases of serious misconduct, or where the health and/or safety of persons are involved. At the Superintendent's or his/her designee's discretion, the Board shall utilize lesser disciplinary sanctions prior to suspension or termination.
5. No suspension shall be imposed until the teacher has had an opportunity to appear before the Superintendent or his/her designee to explain his or her actions. The employee shall sign the written reprimand or other disciplinary notice indicating

his/her acknowledgement of the document. Such acknowledgement does not necessarily mean agreement to the document. Any written record of disciplinary action will be kept in the teacher's active personnel file.

6. Nothing herein shall preclude the Board from acting to nonrenew or terminate any employment contract as permitted by the applicable laws and this Agreement.

## **ARTICLE 7 -- SALARIES AND FRINGE BENEFITS**

### **A. Payroll Regulations - Instructional Employees**

The following payroll regulations for teachers are effective: with the execution of this Agreement by the parties.

#### Schedule of payments

1. Teachers shall be paid their yearly salary in twenty-six (26) equal payments, the date of the first payment of which shall be determined by the Treasurer in accordance with the requirements of state law, and following every other Friday after that date. Should any Friday payday fall on a holiday, payment shall be made on the nearest weekday.
2. The work year for all teachers is based upon one hundred eighty-four (184) work days. School is in session with pupils present one hundred eighty (180) of these days.
3. All absences occurring during a pay period not covered by leave policies shall be reflected in the next succeeding paycheck.
4. All employees will be paid by direct deposit.
5. Effective October 1, 2010, all direct deposit notifications will be provided by email sent to an email address of the employee's choice. If no email address is chosen, the district's address shall be used. It is the employee's responsibility to maintain a current email address in the Treasurer's office records. Employees may access their payroll email address through an available District computer, if necessary, at any time during normal working hours.
6. No employee will be paid for a calamity day that is in the midst of an extended pay status leave or deduct day.

### **B. Severance Pay**

1. Teachers of the Manchester School System, upon retirement from active service under provisions of the State Teachers Retirement System, shall receive severance pay based on the following computation:
  - a. Said severance pay shall be calculated on the retiree's last active per diem salary.
  - b. One-fourth (1/4) of the days of accumulated unused sick days, maximum number of days of severance pay not to exceed 67 days for the 2011-2012 and 2012-2013 school years.
2. This payment shall be made upon certification of approval of retirement benefits by the State Teachers Retirement System provided, however, that the retirement be effected within one (1) year of the last day of active service.
3. The Board shall consider special requests for the extension of the effective retirement date. The request must be submitted in writing to the Superintendent before June 30 of the last school year the teacher is actively employed in the Manchester School System.
4. Teachers who apply for retirement (and who notify the Treasurer, in writing, of their intention to retire) prior to the termination of active service have taken the steps that are necessary to insure that they are eligible for, and will actually receive, their severance pay. Receipt of the first retirement check constitutes evidence that retirement has occurred,
5. Upon the death of a certified employee, severance pay shall be paid to the estate or beneficiary of the deceased.
6. An employee shall be deemed to have "retired" under this Article when he or she has been approved for service retirement by the S.T.R.S. or has been determined to be qualified for disability retirement by a physician or physicians appointed by S.T.R.S. and said disability is approved by S.T.R.S. as of a date certain.

C. Mileage Reimbursement

Teachers who are assigned to more than one school or who are required to use their automobiles for school business shall be paid mileage at the Board-approved rate. These teachers shall be identified and the distances between schools will be established by the Superintendent.

District mileage reimbursement shall be at the official IRS rate.

D. Hospitalization, Dental, Prescription Drug, and Vision Insurance (Appendix B)

The employee shall not incur more than a 10% premium increase per year. For all sections of Section 7D, a year shall be defined as January 1 through December 31.

In the event the employee's share of the cost of these medical benefits is increased by action of the General Assembly to 15%, the employee's share of these medical benefit costs shall also be increased to 15%.

1. Hospitalization insurance, dental insurance, and prescription drug insurance shall be provided to all full-time teachers requesting coverage.
2. Premiums for these insurances shall be paid by the teachers from payroll deductions as per the following schedules;

Hospitalization

Employee 10% (Board pays 90%)

Dental

Employee 10% (Board pays 90%)

Prescription Insurance

Employee 10% (Board pays 90%)

Vision Insurance

Employee 10% (Board pays 90%)

3. Pre-admission certification shall be required for hospital stays. The Board shall pay for a mammogram, pap test, and prostate exam once every calendar year with the prior December being an overlap or discretionary month. The Board shall also provide full payment for one (1) routine physical every other year.
4. Such insurances may be written only with the insurance company and plan approved by the Board. Benefits are described in the master contract between the Board and the insurance company.

Hospitalization booklets shall be updated at the beginning of the calendar year.

5. Each participating teacher must sign an enrollment card agreeing to a voluntary payroll deduction of the teacher's share of the premium. Any increased cost shall be automatically handled through payroll deductions.
6. Section 125 Flexible Benefits Plan

The Board shall provide a 125 plan. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. The IRS Section 125 Plan offered shall include a flexible spending account (FSA). This plan shall allow employees to use pre-tax dollars to pay child or elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills.

The Board shall charge a nominal fee to cover plan administration costs.

7. The annual medical open enrollment period shall be November 1 of each year with changes to be effective on January 1<sup>st</sup> of the following calendar year.

E. Term Life Insurance

The Board shall provide \$25,000 of life insurance coverage for each full-time teacher. In addition, each full-time teacher may purchase additional life insurance within the carrier's guidelines at the prevailing rate. Such true premium cost to be deducted monthly from the pay of the employee.

F. Benefits for Part-time Teachers

1. Life insurance and other benefits shall be provided for part-time teachers at the same-ratio as the percent stated in their contract (example: 67% contract-Board pays 67%-teacher pays 33%).
2. In the event a full-time teacher now receiving benefits (hospitalization, dental, prescription drug, and term life) is reduced to a part-time position, that teacher shall continue to be eligible for all benefits by paying fifteen percent (15%) of the total premium--the Board shall pay eighty-five percent (85%).

G. Expanded Professional Service (EPS)

1. EPS status shall be awarded only to those teachers who apply for such status and who are approved by the Superintendent, upon the recommendation of the school principal.
2. EPS assignments shall be made on the basis of ability and qualifications. Every reasonable attempt shall be made to equalize assignments; however, assignment is the responsibility of the school principal. EPS is not intended to replace compensation which teachers now receive for extended time or for work at events sponsored by the Athletic Department. EPS teachers shall not be required, as part of their duties, to serve at events sponsored by Athletic Department. The teachers placed on EPS status shall receive compensation as scheduled, in addition to their regular contract salary, the amount to be subject to the normal deductions and payable as the contract salary. The contract shall give the general area of responsibility.

3. Expanded Professional Service (EPS) is designed to accomplish the following:
- a. Provide the school system with a group of well-qualified professionals who are willing to serve in the many areas of school operations which require time and responsibility greater than that usually expected of a teacher.
  - b. Provide compensation, as listed below, to selected professionals for additional time and responsibility factors.

4. EPS Compensation

- a. Category A: 5% of the base (B.A. with zero (0) years' of experience)

CHEERLEADER ADVISOR/PEP CLUB (MS)	SENIOR CLASS ADVISOR
FALL PLAY (HS)	SPEECH CLUB (HS)
FILM COURIER 16 PLUS YEARS	MEDIA COORDINATOR
MUSICAL (MS)	SPRING MUSICAL (HS)
DEPARTMENT HEADS (HS)	
Social Studies	Math
Science	English

- b. Category B: 4% of the base (B.A. with zero (0) years' experience)

ACADEMIC CHALLENGE	LITERARY CLUB
ARNOLD SERVICE CLUB (MS)	MOCK TRIAL
ART CLUB (HS)	NATIONAL HONOR SOCIETY
ART CLUB (MS)	PANDA (MS)
BUILDERS CLUB (MS)	POWER OF THE PEN (MS)
CHEERLEADER ASSISTANT (HS)	SADD
DRAMA CLUB (HS)	SCIENCE CLUB
FRENCH CLUB	SKI CLUB (HS)
HOME ECONOMICS CLUB (HS)	SKI CLUB (MS)
HOME ECONOMICS CLUB (MS)	SPANISH CLUB
JR/SOPH CLASS ADVISOR	STUDENT COUNCIL (HS)
KEY CLUB	STUDENT COUNCIL (MS)
	YEARBOOK (MS)

- c. Category C: 2% of the base (B.A. with zero (0) years' experience)

BOSS PROGRAM (MS)  
 CROSS COUNTRY (MS)  
 NEWSPAPER (MS)  
 PEP BAND (HS)

H. Extended Service

Extended service shall be calculated on a maximum of ten years service up to 19 years of experience and actual per diem shall apply at 20 years and thereafter. Salary increases for extended service personnel shall begin in August.

I. Tuition For Graduate Fees

The Manchester Local Schools' administration shall continue to consult with local universities for a tuition break in graduate fees for full time Manchester certified employees. The Board shall pay 50% of graduate course tuition up to \$625 for the length of the contract for each fiscal year. A fiscal year extends from July 1 through June 30.

J. Salary Schedules

1.
  - a. The Head Football Coach, Head Boys' Basketball Coach and Head Girls' Basketball Coach shall be placed on a merit scale by the Superintendent, with approval of the Board.
  - b. Longevity steps of 1% and 2% shall be added after 5 and 10 years, respectively. The qualifying years must be consecutive and within the category of assistant or head coach.
  - c.
 

MS ATHLETIC DIRECTOR	5.0% TO 14.0%
HS HEAD FOOTBALL	16.5% TO 25.5%
HS HEAD BOYS' BASKETBALL	16.0% TO 25.5%
HS HEAD GIRLS' BASKETBALL	16.0% TO 25.5%
  - d. One percent (1%) of the Base salary shall be paid to all varsity football coaches if they qualify for the state playoffs.
  - e. One percent (1%) of the base salary shall be paid to all other coaches if their team (individuals) reach the regional or equivalent level of their respective sport.
2. Coaches' Salary Schedule is a percentage of the base (B.A. with zero (0) years' experience).

**BAND**

Head Band Director 10.0%  
 Assistant Director 6.0%

**BASEBALL**

Head Coach 11.0%  
 Assistant 8.0%

**SOCCER**

Head Boys 11.0%  
 Assistant Boys 8.0%  
 (If a total of 22 players are on the Varsity and JV rosters)  
 Head Girls 11.0%  
 Assistant Girls 8.0%  
 (If a total of 22 players are on the Varsity and JV rosters)

**BASKETBALL-BOYS**

Varsity Assistant 10.0%  
 (If a total of 20 players are on the Varsity and JV rosters)

**SOFTBALL-GIRLS**

Head Coach 11.0%  
 Assistant 8.0%

JV Assistant	10.0%
9 <sup>th</sup> Grade	9.0%
8 <sup>th</sup> Grade	8.0%
7 <sup>th</sup> Grade	8.0%
Summer Physical Fitness	\$500.00

<b>*TENNIS – BOYS</b>	8.0%
<b>*TENNIS – GIRLS</b>	8.0%

**BASKETBALL – GIRLS**

Varsity Assistant	10.0%
(If a total of 20 players are on the Varsity and JV rosters)	
JV Assistant	10.0%
8 <sup>th</sup> Grade	8.0%
7 <sup>th</sup> Grade	8.0%
Summer Physical Fitness	\$500.00

**TRACK**

Head Coach	11.0%
Assistant	8.0%
Boys (MS)	8.0%
Girls (MS)	8.0%

**TRACK – GIRLS**

Head Coach	11.0%
Assistant	8.0%

**FOOTBALL**

1 <sup>st</sup> Assistant	11.5%
Varsity Asst. (3)	10.5%
9 <sup>th</sup> Grade (2)	9.5%
Head 7 <sup>th</sup> -8 <sup>th</sup> Grade	8.5%
Assistant 7 <sup>th</sup> -8 <sup>th</sup>	8.0%
Summer Physical Fitness	\$500.00

**VOLLEY BALL - GIRLS**

Head Coach	11.0%
Assistant	8.0%
8 <sup>th</sup> Grade	8.0%
7 <sup>th</sup> Grade	8.0%

**WRESTLING**

Head Coach	14.0%
Assistant	9.0%
7 <sup>th</sup> -8 <sup>th</sup> Grade	8.0%

<b><u>CROSS COUNTRY</u></b>	8.0%
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<b><u>CHEERLEADER</u></b>	
<b><u>ADVISOR (HS)</u></b>	8.0%

<b><u>GOLF</u></b>	8.0%
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\*Tennis shall be offered as a sport as long as the courts are available.

For all positions that are contingent on the number of student athletes participating, a list shall be submitted by the athletic directors with the names of the applicable athletes for that sport. That list shall be submitted to the Superintendent's office no later than 2 weeks after the OHSAA approved first day of practice of that sport's current year's season. In the event no list is submitted on time then no additional coach(es) shall be employed.

- Appendix A contains the salary schedules for the 2011-2012 and 2012-2013 school years. The salary schedules shall be validated for funds being available by October 1 of each year. If funds are not validated, negotiations shall be reopened for salary only.
- Qualifications for MA + 10/MA + 20/MA + 30:

- a. It is the employee's responsibility to apply through the Superintendent's office for MA plus status.
  - b. Graduate (semester) hours must be education relevant and pre-approved by the Superintendent.
  - c. Only graduate hours taken after a MA/MS is conferred shall be applied to the salary schedule.
  - d. CEU's do not count toward qualifying for these salary categories.
  - e. The employee must apply for MA plus status by August 15 of each year to receive credit for that school year. Placement on the salary schedule shall not be retroactive for previous years if an employee does not apply on time for new status.
5. The Board shall pay a maximum of \$25 per year or \$50 over two years for the first aid requirement for the Public Activity Supervisor Validation Certification.

6. STRS Retirement Contributions

The State Teachers' Retirement System (STRS) retirement contributions made by the teacher shall be tax-sheltered. In the event the STRS contributions for members of STRS is increased by 2% or more, the increased contribution shall be the sole responsibility of the member/employee.

K. Teacher Professional Organization (TPO) Service

1. The Association and the Board agree to permit contributions for STRS Ohio members who are compensated for Teacher Professional Organization (TPO) services.
2. The Manchester Education Association (MEA) President, Vice-President, Secretary, and Treasurer have the option to be paid a stipend by the Board as identified by the MEA. The MEA shall repay the Board for the cost of the stipends, i.e. state/federal taxes, workers compensation, and any applicable retirement costs payable to the Ohio STRS.

**ARTICLE 8 – CONTINUING EDUCATION UNITS**

The Board of Education shall investigate on-site Continuing Education units (CEU's) and university workshops in the Manchester Local Schools for the purpose of providing professional development opportunity for the staff. The MEA shall assist in needs assessments.

## **ARTICLE 9. ASSOCIATION**

### **A. Fair Share Fee**

#### **1. Payroll Deduction of Fair Share Fee**

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Local, a Fair Share Fee for the Association's representation of such nonmembers. 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.

#### **2. Notification of the Amount of Fair Share Fee**

Notification 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 Board Treasurer on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.

#### **3. Schedule of Fair Share Fee Payers**

##### **a. All Fair Share Fee Payers**

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 unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first date on or after the later of (1) sixty (60) days employment in a bargaining unit position, or (2) January 15.

##### **b. Upon Termination of Membership During the Membership Year**

The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

#### **4. Transmittal of Deductions**

The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Employer that an Internal Rebate Procedure has been established in accordance with ORC Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the Internal Rebate Procedure adopted by the Association.

7. Indemnification of Board

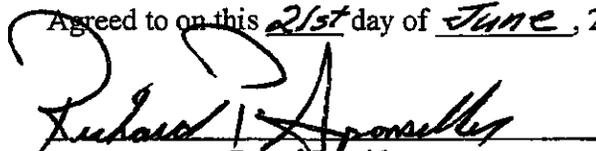
The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

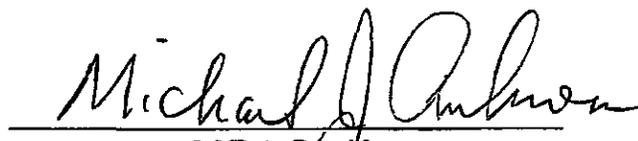
- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employee by a non-member for which indemnification may be claimed.
- b. The Association shall reserve the right to designate counsel to represent and defend the Board.
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
- d. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement.

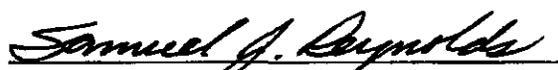
ARTICLE 10 -- DURATION

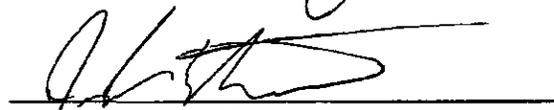
This agreement between the Manchester Local School District Board of Education and the Manchester Education Association shall become effective June 30, 2011, and shall remain in full force and effect through August 31, 2013.

Agreed to on this 21<sup>st</sup> day of June, 2011.

  
Board President

  
M.E.A. President

  
Superintendent

  
M.E.A. Representative

  
Treasurer

  
M.E.A. Representative

**APPENDIX A**

**SALARY SCHEDULE EFFECTIVE CONTRACT YEARS  
2011-2012 & 2012-2013 @ \$33,120.00**

STEP	BA/BS 0.046	150 HRS		MA 0.063	MA+10	MA+20	MA+30
		10 GRAD 0.051	20 GRAD 0.057				
0	33,120 1.000	34,610 1.045	34,942 1.055	35,836 1.082	36,366 1.098	36,810 1.1114	37,253 1.1248
1	34,644 1.046	36,300 1.096	36,829 1.112	37,922 1.145	38,452 1.161	38,896 1.1744	39,340 1.1878
2	36,167 1.092	37,989 1.147	38,717 1.169	40,009 1.208	40,539 1.224	40,983 1.2374	41,426 1.2508
3	37,691 1.138	39,678 1.198	40,605 1.226	42,096 1.271	42,625 1.287	43,069 1.3004	43,513 1.3138
4	39,214 1.184	41,367 1.249	42,493 1.283	44,182 1.334	44,712 1.35	45,156 1.3634	45,600 1.3768
5	40,738 1.23	43,056 1.3	44,381 1.34	46,269 1.397	46,799 1.413	47,242 1.4264	47,686 1.4398
6	42,261 1.276	44,745 1.351	46,269 1.397	48,355 1.46	48,885 1.476	49,329 1.4894	49,773 1.5028
7	43,785 1.322	46,434 1.402	48,156 1.454	50,442 1.523	50,972 1.539	51,415 1.5524	51,859 1.5658
8	45,308 1.368	48,123 1.453	50,044 1.511	52,528 1.586	53,058 1.602	53,502 1.6154	53,946 1.6288
9	46,832 1.414	49,812 1.504	51,932 1.568	54,615 1.649	55,145 1.665	55,589 1.6784	56,032 1.6918
10	48,355 1.46	51,502 1.555	53,820 1.625	56,701 1.712	57,231 1.728	57,675 1.7414	58,119 1.7548
11	49,879 1.506	53,191 1.606	55,708 1.682	58,788 1.775	59,318 1.791	59,762 1.8044	60,206 1.8178
12	51,402 1.552	54,880 1.657	57,596 1.739	60,875 1.838	61,404 1.854	61,848 1.8674	62,292 1.8808
13	52,926 1.598	56,569 1.708	59,484 1.796	62,961 1.901	63,491 1.917	63,935 1.9304	64,379 1.9438
15	53,191 1.606	56,900 1.718	59,881 1.808	63,425 1.915	64,021 1.933	64,465 1.9464	64,909 1.9598
18	53,456 1.614	57,231 1.728	60,278 1.82	63,888 1.929	64,551 1.949	64,995 1.9624	65,438 1.9758
20	54,516 1.646	58,291 1.76	61,338 1.852	64,948 1.961	65,611 1.981	66,055 1.9944	66,498 2.0078
25	55,575 1.678	59,351 1.792	62,398 1.884	66,008 1.993	66,704 2.014	67,147 2.0274	67,591 2.0408

If applicable, employee will step 1 step each year. Any movement for increased education will be included. In the event an employee does not receive a step raise, in lieu of that step, the employee's salary will be determined by their salary schedule placement plus 1% of that schedule amount.

Example: A teacher @ MA and 25 years gets an annual salary of \$61,620. The next year that teacher does not step so the salary will be \$61,620 plus \$616.00 for a total of \$62,236.00.

**APPENDIX B**

**MEDICAL, PRESCRIPTION, DENTAL AND VISION BENEFITS**

These medical benefits are effective January 1, 2007:

**Annual Plan Deductible:** Separate & distinct deductibles.

<u>Network</u>	<u>Non-Network</u>
Year 1:\$100/200	\$250/500
Year 2:\$150/300	\$350/700
Year 3:\$200/400	\$500/1000

**Annual Out-of-Pocket Expenses Limit (excludes deductible):**

Separate & distinct out-of-pocket Network & Non-Network

<u>Network</u>	<u>Non-Network</u>
Year 1:\$750/1500	\$1150/2000
Year 2:\$850/1700	\$1250/2250
Year 3:\$935/1870	\$1500/2500

Note: New hires (effective September 1) would have pro-rated deductibles and out-of-pocket amounts for the remainder of the initial calendar year (through December 31).

Employees' spouses may not opt into Medical, Prescription, Dental, or Vision coverage if coverage(s) are available with their employers. Secondary coverage may still be purchased (Effective 2003-04 School Year). Employees' spouses, as of August 31, 2003, shall be grandfathered.

Co-insurance to 70/30 for non-network claims.

Dependent age limit for medical, dental, drug, and vision shall reflect: End of the calendar year in which the dependent attains age 19; or to the end of the calendar year in which the dependent attains age 24, if the dependent qualifies as a full-time student.

**Outpatient Services:**

- Physical Therapy – 26 visits per year
- Occupational Therapy – 26 visits per year
- Speech Therapy – 26 visits per year
- Manipulation Therapy (chiropractic) – 12 visits per year.
- Mental Illness & substance abuse limits - 30 visits per year.

In the event of extreme circumstances, the number of visits per year may be extended. In order to be eligible for the number of visits to be extended, the certified staff member must provide written documentation, i.e., medical report(s) from the certified staff member's physician.

Prescription Drug Plan:

Oral contraceptives are included.

Pharmacy Network Retail Benefit Plan Design (30 day supply):

	<u>Generic</u>	<u>Brand</u>
Year 1:	\$10	\$20
Year 2:	\$12	\$24
Year 3:	\$14	\$28

Mail-Order Benefit Plan Design (90-day supply):

	<u>Generic</u>	<u>Brand</u>
Year 1:	\$12	\$22
Year 2:	\$15	\$27
Year 3:	\$18	\$32

Dental Program:

Annual Maximum	\$1750
Orthodontics	\$1250
Plan Deductibles:	\$50 annual deductible/person (\$100 family) applies to Basic Service, Major Service. Separate Orthodontics deductible of \$150/lifetime

Vision: (Each vision service is available once per calendar year.)

Vision Examination:

Optometrist	\$60
Ophthalmologist	\$60

Lenses (per pair):

Single Vision	\$45
Bifocal	\$55
Trifocal	\$75

Lenticular \$90

Contact Lenses (necessary):

Soft	\$85
Hard	\$140
Gas Permeable	\$210

Contact Lenses (cosmetic)

Soft	\$95
Hard	\$70
Gas Permeable	\$105

Frames \$90



OHIO EDUCATION ASSOCIATION

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

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

June 5, 2012

via U.S. mail

Attention: Office of the Clerk  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

Dear Sir or Madam:

Enclosed please find the successor contract (effective June 30, 2011 through August 31, 2013) between the Manchester Education Association and the Manchester Local School District Board of Education.

Sincerely,

Mark J. Costantino  
OEA Labor Consultant

Enclosure (1)

MJC:lm

STATE EMPLOYMENT  
RELATIONS BOARD  
2012 JUN 27 P 1:29

