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COLLECTIVE BARGAINING AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD
2011 SEP 12 P 1:21

BETWEEN THE
TIFFIN EDUCATION ASSOCIATION
AND THE
TIFFIN BOARD OF EDUCATION

EFFECTIVE
JULY 1, 2011 THROUGH JUNE 30, 2014

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PREAMBLE

The Board of Education of the Tiffin City School District, hereinafter "the Board", and the Tiffin Education Association, hereinafter "the Association" or "the TEA", state that the purpose of this Agreement is to promote harmonious and cooperative relationships between the Board and its certificated/licensed employees, and to protect the public and the welfare of Tiffin school children.

ARTICLE I - NEGOTIATIONS PROCEDURES DOCUMENT

A. Recognition

The Board recognizes the Association as the exclusive bargaining representative of all full-time and part-time certificated/licensed personnel employed by the Board, excluding management level and supervisory personnel, including the Clinton principal, as defined in Chapter 4117 of the Ohio Revised Code. Hereinafter, employee(s) in the defined unit are referred to as teacher(s) or employee(s).

B. Subjects of Negotiation

Representatives of the Board and the Association will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

"Good faith" negotiation, as provided for in this document shall include the requirements that the two parties to negotiations meet and confer with a willingness to reach an agreement on new contract terms. Good faith bargaining does not require that either party make a concession or agree to any proposal.

C. Requests for Negotiation

1. If either party desires to initiate bargaining, it shall notify the other party after March 15 of the year in which this Agreement is scheduled to expire.
2. Within fifteen (15) days after receipt of such notice, an initial meeting will be held at which both parties will submit in writing their proposals, and thereafter additional items shall not be submitted by either party unless the other party consents thereto.
3. Proposals shall specify which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to, shall express the whole agreement between the parties with respect thereto.
4. The parties may agree to use an alternative bargaining model in lieu of the terms of Article I.

D. Negotiation Meetings

Negotiation meetings shall be closed to the press and public.

E. Representation

Representation at negotiation meetings shall be limited to three (3) representatives of the Board and three (3) representatives of the Association. All negotiations shall be conducted exclusively between these teams. In addition, each party's team may include a representative who is not a Board employee.

F. Assistance and Study Committees

1. Either party may call upon professional and lay consultants to consider and make suggestions concerning matters under discussion. The expense shall be borne by the party requesting same.
2. The parties may appoint committees to study and develop recommendations on matters under consideration.

G. Information

Both parties shall furnish each other upon reasonable request all available information pertinent to the issue under negotiations and not privileged by law.

H. News Releases

Prior to a declaration of impasse, periodic progress reports may be issued during negotiations to the news media provided any such news releases have the prior approval of both parties. However, once impasse has been declared, either party may provide whatever information concerning negotiations to the press and the public it desires without the prior approval of the other. Each party retains the right to discuss proposals and progress with its constituency throughout the bargaining process.

I. Tentative Agreement

1. Tentative agreement on items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by both teams.
2. Once the issues have been approved by the Association, they shall be submitted to the Board for approval at its next regular or special meeting.
3. When approved by both parties, the three (3) copies of the final agreement shall be signed. One (1) copy shall be retained by the Board, one (1) by the Association and one (1) copy sent to SERB.

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4. When applicable, provisions will be reflected in the individual contract of employees.

J. Disagreement

1. If agreement is not reached within sixty (60) days after the first negotiations session, either party may declare impasse and request the services of the Federal Mediation and Conciliation Service to assist in negotiations. Mediation shall last for thirty (30) days from the parties' first meeting with the mediator and if an agreement has not been reached then an impasse shall exist with the Association having the right to strike on those issues being bargained provided this Agreement has expired and a ten (10) day strike notice has been given and the Board shall have the right to implement its last offer.

In addition, if an agreement has not been reached through mediation, the Association agrees to submit the Board's final offer to the bargaining unit for a vote. If the final offer is not rejected by a majority vote of the full membership of the Association, then it shall be deemed accepted by the Association.

2. The Board and Association agree that the aforementioned process supersedes all other dispute settlement procedures contained in Chapter 4117 of the Ohio Revised Code.

K. Amendments

1. Negotiations may be opened over any matter the Board and the Association mutually agree to negotiate.
2. If during the life of this Agreement, bargaining is necessary due to impact, severability, or a reopener provision, the parties shall meet and bargain. If in-term bargaining does not result in agreement within forty-five (45) days of the first session, either side may call for the services of the Federal Mediation and Conciliation Services.

If the parties are unable to reach agreement within fifteen (15) days after the start of mediation, the Association may use its right to strike under Chapter 4117 of the Ohio Revised Code.

L. Final Agreement

Upon approval by both parties, the final Agreement shall be signed, and within sixty (60) days or by the first day of the new school year (whichever is later) copies shall be distributed by the TEA to all teachers. The copies shall be prepared by the Association, (i.e., the TEA shall type the contract, run copies, and collate the document). The paper used shall be paid for or supplied by the Board. The number of copies shall be mutually agreed to by the Superintendent and the TEA President.

ARTICLE II - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level.
2. Nothing herein shall be construed as limiting the right of any teacher having a complaint or problem from discussing the matter informally with any appropriate administrator.

B. Definitions

1. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Agreement.
2. "Day" shall mean school days from the start of the school year until May 15 and calendar days (excluding weekends and holidays) from May 15 until the start of the next school year. The number of days indicated at each level shall be considered as a maximum and a reasonable effort will be made to expedite the process. Time limits may be extended in writing by mutual consent.
3. A "grievant" shall mean an employee or the Association.
4. "Class action grievance" shall be a grievance that affects more than one employee.
5. "Appropriate administrator" shall mean the lowest level administrator having authority to resolve the grievance.

C. General Provisions

1. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
2. All parties of interest shall be permitted to attend a grievance meeting and/or arbitration hearing with no loss of pay and benefits.
3. Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall be cause for the grievance to be dismissed.
4. If the Administration fails to respond to the grievance within the time limits provided herein, the grievance shall advance to the next step of the procedure.

5. A grievance may be withdrawn at any level without prejudice or record.
6. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
7. The Association has the exclusive right to be present at the adjustment of any and all grievances.
8. Grievance forms appear in the appendix of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.
9. The fact that a grievance is alleged by an employee(s), regardless of its ultimate disposition, shall not be recorded in the employee(s)'s file nor shall the employee(s) be subject to reprisal for having followed this grievance procedure.
10. The decision of the appropriate administrator at Levels One, Two and Three shall be in writing setting forth the decision and reasons therefore and shall be transmitted to the grievant and the grievant's representative.
11. All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail. The Administration shall provide the Association with copies of all communications.
12. The Association has the exclusive right to determine whether to proceed to the arbitration step of the procedure.

D. Procedure

1. Informal Level

- a. A teacher may initiate this procedure by approaching the appropriate administrator by himself/herself, indicating this is the informal level of the grievance procedure, or by requesting that an Association representative accompany him/her in approaching the appropriate administrator. The TEA representative may speak on behalf of the teacher if desired. If the appropriate administrator is a party to the grievance, he/she may request that another administrator other than the Superintendent be present at the meeting.
- b. The above grievance need not be in writing but the Association shall be notified if and how it is resolved at this level and the informal settlement shall not establish a precedent.

2. Level One

- a. If the informal step is denied, the grievant may discuss the grievance with the Professional Rights and Responsibilities (P. R. & R.) Committee. If

the P. R. & R. Committee determines the grievance has merit, it shall file a written grievance with the appropriate administrator not later than twenty (20) days after the grievant reasonably shall have known of the action or incident giving rise to the grievance. Failure to timely file shall constitute a waiver of the right to file a grievance.

- b. Within five (5) days after the receipt of the notification to the appropriate administrator, a meeting shall take place between the administrator, grievant and the P. R. & R. Committee representative. The answer to the grievance shall be given in writing to the P. R. & R. Committee representative and the grievant by the appropriate supervisor at this meeting. Failure to give a timely written response shall move the grievance to the next level of the grievance procedure.

3. Level Two

- a. If a grievance is denied at Level One, the P. R. & R. Committee will, within ten (10) days after the receipt of the answer at Level One, notify the Superintendent and the TEA President of its intention to process the grievance further.
- b. If the P. R. & R. Committee gives notice that it desires to proceed with the grievance, a meeting will be held between this Committee's representative and the Superintendent or his designated full-time representative, within seven (7) days after the receipt of the notice. The grievant shall be in attendance. The administrative decision shall be given in writing to the chairman of the P. R. & R. Committee and the grievant within five (5) days of this meeting.

4. Level Three

If the grievance is denied at Level Two, within five (5) days the grievant may ask the P. R. & R. Committee to refer it to the Board. If the P. R. & R. Committee submits it to the Board, the Board shall hear the grievance in no less than ten (10) days but no more than thirty-five (35) days, unless mutually extended. The decision shall be rendered by the Board and shall be given in writing to the chairman of the P. R. & R. Committee and the grievant within five (5) days of the Board's hearing.

5. Level Four

- a. If the grievance is denied at Level Three, the grievant may ask the P. R. & R. Committee to submit it to arbitration. If the P. R. & R. Committee agrees, they shall notify the Board of their intent to proceed to arbitration.

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- b. Selection of the arbitrator and all procedures relative to arbitration shall be according to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA).
 - c. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted and shall have no authority to determine any other issue(s) not so submitted. The decision of the arbitrator shall be final and binding on the Board, the grievant and the Association.
 - d. The AAA's administrative fee and the costs for the arbitrator and the hearing room shall be shared equally by the Board and the Association.

ARTICLE III – EMPLOYMENT PRACTICES AND WORKING CONDITIONS

A. Contracts

1. All contracts with teachers employed by the Board shall be in writing and signed as provided by law. Such contracts shall include the following information:
 - a. Name of teacher.
 - b. Name of the school district and board of education employing the teacher.
 - c. Type of contract, limited or continuing; if limited, the number of years contract is to be in effect.
 - d. Annual compensation to be paid.
 - e. Basis of determining compensation on the salary schedule.
 - f. Teacher agreement that he/she shall abide by Board-adopted policies at the time of employment.
 - g. Board policies regarding rules and regulations for governing professional staff shall be provided at the time the first contract is signed.
 - h. Provision for signature and date of signature of the teacher being employed.
 - i. Teachers on continuing contract shall receive a yearly comprehensive, updated revision of provisions d and e no later than July 1 of the preceding school year.

2. Supplemental Contract

Prior to Board approval of a supplemental contract, either party may initiate a request to split the supplemental contract between one or more employees. The split will not occur unless all parties agree to the split and to the percentages of the contract each employee shall be allotted. Upon Board approval, the split shall remain in force until the supplemental contract is non-renewed or terminated, or the parties mutually agree to dissolve the agreement.

Any teacher holding a supplemental contract shall have access to the job description, if any, applicable to the job.

All supplemental contracts shall include the following information:

- a. Name of teacher.

- b. Name of the school district and board of education for which responsibilities shall be performed.
- c. Statement of additional responsibility and compensation to be paid.
- d. Dates within which compensation is being provided for said responsibility
- e. Basis of determining compensation on the salary schedule.
- f. Provision for signature and date of signing by the teacher.

All supplemental positions and pay scales shall be listed in Appendix C.

3. Continuing Contract (Tenure)

It is not mandatory that the Board grant or tender a continuing contract to a teacher even though he/she is eligible for continuing service status.

To qualify for a continuing contract, a teacher must give written notice by October 1 to the Director of Instruction/Personnel that he/she wishes to be considered for a continuing contract effective the following school year and must have the following qualifications:

- a. Recommendation of the Superintendent, and
- b. meets the following standards as found in Section 3319.08(D) of the Ohio Revised Code:
 - 1) Any teacher holding a professional, permanent, or life teacher's certificate;
 - 2) Any teacher who meets the following conditions:
 - a.) The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.
 - b.) The teacher holds a professional educator license or a senior professional educator license or lead professional educator license.
 - c.) The teacher has completed the applicable one (1) of the following:
 - i.) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related

to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

ii.) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

3) Any teacher who meets the following conditions:

a.) The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

b.) The teacher holds a professional educator license, senior professional educator license, or lead professional educator license.

c.) The teacher has held an educator license for at least seven (7) years.

d.) The teacher has completed the applicable one (1) of the following:

i.) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

ii.) If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

c. Either three (3) years of teaching service in the District within the past five (5) years, or two (2) years of service in the District if the teacher previously held a continuing contract in another Ohio school district.

4. Limited Contract

A contract shall not exceed five (5) years.

5. Title-Funded Teachers

- a. For purposes of this Section, a "Title-funded teacher" means a teacher whose contract is funded by federal Title I, Title II, or IDEA Part B monies, which monies will be applied annually as long as such monies are available.
- b. Except as otherwise specified in this Section, a Title-funded teacher is guaranteed all rights of this Agreement and applicable laws during such teacher's District employment.
- c. A Title-funded teacher will be evaluated in accordance with Article III, Section M of this Agreement, except that he/she will not be eligible for continuing contract status (unless he/she already has a continuing contract, in which case the teacher will be placed on the regular seniority list, not a Title seniority list created under g. below).
- d. In publicizing a Title-funded position opening to bargaining unit members under Article III, Section B of this Agreement, the Administration will specify that the opening is for a Title-funded position.
- e. The Title-funded teacher will be made fully aware that his/her position is dependent upon the District's receipt of Title monies. This information will also be included in the teaching contract.
- f. Should Title funding fail to cover the salary and benefits called for by this Agreement, the teacher's contracted hours may be reduced or the contract may be nonrenewed at the Board's discretion. If the teacher's contract is nonrenewed, the teacher shall receive a written notice that the nonrenewal was due to a discontinuance of Title monies and not job performance. Under this particular circumstance, the nonrenewal will not be challenged, waiving Article III, Section G of this Agreement.
- g. Seniority lists will be established for Title I, Title II and IDEA Part B teachers. These lists will only be used in a case of reduction in federal funds. Nonrenewed Title-funded teachers for whom funding materializes will be reinstated, on the basis of seniority as determined by the applicable list, by the award of a new limited contract. This procedure will operate independent of Article III, Section E of this Agreement.

- h. A teacher holding a limited Title-funded contract who applies for a vacancy will receive the same consideration for the position as an internal non-Title-funded candidate.
- i. The Association President shall receive a copy of the Title funding notification no later than ten (10) calendar days after receipt by the District.

B. Vacancies/Transfers/Posting

1. Transfer/Posting

Elementary and secondary teachers currently under contract may annually indicate an interest in a transfer to another building, subject area, and/or grade level. Such interest shall be indicated by submission of a written transfer request form to the appropriate administrator no later than March 1 each year. Such requests may be deemed confidential at the option of either the requesting teacher or the Administration and shall remain on file for consideration until the first day of the new school year.

All statements of interest in a transfer, as referred to above, will be reviewed at the time a vacancy is determined to exist. Each teacher having submitted a transfer request form or a written response to a posting for a specific position may be granted an interview opportunity. To be granted an interview, the teacher shall have the appropriate certification/license.

2. Vacancies/Posting

a. Definition

For the purposes of this Section, a vacancy shall apply to all teaching and supplemental positions. Even though administrative positions are not subject to this Agreement, the Board agrees to post administrative vacancies as a courtesy but the remaining terms of this Agreement do not apply to administrative postings.

b. Procedures

During the school year, all position openings shall be posted on District e-mail. Each posting shall clearly state that certification/licensure for the particular position posted shall be preferred. The Superintendent may post a vacancy after the Board has acted on the teacher's resignation. Should the posting of vacancies in preparation for the next school year not be completed by the final contract day of the current school year, that posting shall be forwarded with summer pay to all employees. Teachers shall have seven (7) calendar days from the date of posting to respond in writing to the appropriate administrator regarding their interest in the posted position.

Prior to the Board voting on a teacher's resignation, employees with written transfer request forms on file may be interviewed. All teachers submitting a written response who are properly certified/licensed shall be granted an interview opportunity as soon as possible after the posting or resignation notice has been received by the Superintendent.

When a transfer and/or reassignment is not approved, the Superintendent (or designee) will notify the teacher in writing.

c. Vacancies Occurring During School Year

A vacancy which occurs during the school year shall be posted unless the Superintendent determines that a substitute/temporary teacher would best be employed to finish the current school year. However, should the position being served by the substitute be needed for the ensuing school year, the position shall be posted following the normal posting procedures in preparing staffing assignments for the following school year (see following paragraph).

d. Vacancies For Ensuing School Year

Each year, preferably before the close of the school year, a posting of vacancies for the ensuing school year shall be made available to all teachers. This posting shall occur on a one-time basis after each building principal has established needed sections and assignments have been agreed upon for classroom teachers returning to that building for the coming year. (Exception - Teachers who travel among buildings and are subject to District-wide master schedule for special teachers.)

Posting shall occur prior to the transfer of any teachers from their current building to another building even if an overage exists in one or more buildings. (Exception - Traveling teachers subject to special teachers' master schedule.)

e. Summer Vacancies

Vacancies which occur after the close of the school year and prior to the opening of school shall be posted in the central office. In addition, openings occurring during the summer months may be announced through notifications included on the District's web page and District e-mail. Prior to July 1, vacancies will not be filled prior to the seven (7) day posting expiration. All teachers having a transfer request form on file and proper certification/licensure for the vacant position shall be offered an interview. However, on or after July 1, vacancies may be filled prior to the seven (7) day posting expiration provided reasonable attempts have been made to notify and offer an interview to those teachers having a transfer request form on file and proper certification/licensure for the vacant position.

f. Internal Transfer

A vacancy which occurs as a result of an internal candidate either being awarded a posted position or granted a requested transfer shall not be subject to posting requirements.

g. Involuntary Transfer

An involuntary transfer will be implemented only after a conference between the teacher being transferred, the teacher's immediate supervisor, and the Superintendent (or designee). The teacher may choose to be accompanied by an Association representative. The teacher will be informed of the reasons for the transfer and will be placed in a position in which he/she is certified/licensed.

C. Class Size

Elementary

The following class size ceilings/maximums and student load maximums are exclusive of choir, band, and study hall.

1. The Board will recognize the following regarding classroom size:

	<u>Ceiling</u>	<u>Maximum</u>
Kindergarten	27 students	34 students
Grade 1	28 students	34 students
Grades 2 thru 4	30 students	36 students
Grade 5	32 students	38 students

Any class exceeding the stated maximums shall require two (2) full-time teachers.

2. When a classroom in grades K-5 exceeds full time classroom enrollment beyond the aforementioned ceiling numbers, one of the following actions will occur to address the over-enrollment in that classroom:
- Assignment of additional certificated staff for a minimum of three (3) hours per day.
 - Transfer of students to another classroom and/or building.
 - Assignment of an instructional aide for a minimum of one (1) hour per student in excess of the above stated ceilings [e.g. an aide would be assigned for one (1) hour in K starting with the 28th student]. Class size for this purpose will be determined on the eleventh school day of the first quarter and on the first school day of subsequent quarters.

3. The decision on how best to address the over-enrollment of an elementary school classroom will be based on the particular situation and the building circumstances involved. The decision will be made by the administration after discussion with the classroom teacher, central office personnel, and building principal.

Secondary

The following class size ceilings/maximums and student load maximums are exclusive of choir, band, and study hall.

The maximum student load for grades 6-12 is one hundred sixty-five (165) students per teacher. The teacher shall be paid fifty dollars (\$50) per student over the maximum each semester. Student load for this purpose will be determined following the class withdrawal deadline for students. Payment will be made on the first pay date after the end of the semester.

General Guidelines

1. Mainstreamed special education students will be counted only when the time in the classroom exceeds one-half (1/2) of the instructional day. In the event that more than one (1) special education student is being mainstreamed in a given classroom, the aggregate classroom time will be the determining factor, i.e., total time exceeds one-half (1/2) instructional day. Should aggregate mainstreaming time in a given classroom cause the total enrollment to exceed the grade level maximum, the remedial process described above shall be instituted.
2. Class size for Special Education classes shall be determined by the rules of the Ohio Department of Education.
3. This policy shall not alter the offering of classes with small numbers of students nor treat the upper limits herein as required class enrollment.
4. All new students shall be assigned, if possible, to the classroom in each building that has the smallest number of students. In individual buildings, all students on each grade level will be equally divided among the classrooms in order to equalize classroom enrollment.
5. The teacher maximum pupil loads and class size limits do not apply to teachers dealing with musical performance classes where enrollment is subject to the permission of the instructor.

D. Classroom Aides

The Board will employ teacher-aides for the elementary school for whatever time is deemed to be necessary by the elementary principals, the appropriate director and the

Superintendent. The employment, of course, will depend upon the availability of qualified applicants.

All elementary principals will consult with the teachers in their respective buildings to determine the amount of teacher-aid time necessary for their buildings.

Teachers will have input into the qualifications necessary to fill a position of teacher aide. If available, a teacher representative will be present during the interviewing process of the prospective teacher aide.

E. Reduction-In-Force

The Board may make a reduction in force when one (1) or more of the following conditions exist:

1. a decline in student enrollment;
2. return of an employee from a leave of absence;
3. suspension of schools or territorial changes affecting the District;
4. financial reasons.

Reduction shall be made only by suspending a teacher's contract and will only be made in the months of June, July, and August except in cases where an employee is returning from a leave of absence.

If the Board is contemplating the layoff of any teachers, it will so notify the Association at least forty-five (45) days before the proposed effective date of layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) days after receiving the aforesaid notice, the Board will, if requested to do so, enter into negotiations with impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. Any teacher who is to be laid off will be so notified in writing at least thirty (30) days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.

Seniority

All teachers will be placed on a seniority list for each teaching field for which they are properly certified/licensed. 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.

For purposes of this Agreement, seniority will be computed from a teacher's most recent date of continuous hire and will begin to accrue as of his/her first day of actual service in the bargaining unit position. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time [except

for unpaid leave under the Family and Medical Leave Act or other unpaid leaves for fewer than sixty (60) days] will not be counted in computing seniority. Seniority shall be determined by length of continuous service in the District with the further understanding that, in the case of a part-time teacher, a year of seniority as to a particular school year will be credited only if the employee actually worked at least one hundred twenty (120) days within that school year. In the event of a tie in seniority, seniority shall be determined as follows:

1. The date of the Board meeting at which the teacher was hired, then;
2. A lottery procedure agreed to between the parties. This procedure shall be implemented in the presence of a designated Association representative, a representative of the Board and the employees involved in the tie.

On or about October 30 of each school year, the Superintendent will provide the Association with a list showing the seniority of each teacher employed by the Board. If a teacher does not, by written notice to the Superintendent and Association President, challenge his/her credit and placement on the list by November 30, the teacher's credit and placement will be deemed conclusive (and any such challenge lodged in a subsequent year can address only the circumstances that evolved during the immediately preceding year). The Superintendent will at all times have in his/her office a current seniority list which will be available for inspection during regular working hours by any teacher and/or the Association.

Should a reduction in force be necessary, teachers will be laid off in reverse order of their placement on the seniority list (last in - first out). In order to provide qualified teachers in all positions, the Board may reassign and transfer according to the provisions of the agreement.

1. If there is a vacancy in a bargaining unit position, laid-off teachers who are certified to perform the work in question will be recalled in seniority order.
2. If a laid-off teacher has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with the provisions of Subsection 1 above.
3. Notice of recall will be given by certified mail, return receipt requested, to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within fifteen (15) days, excluding Saturday, Sundays, and Holidays, after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
4. Teachers on continuing contract who are suspended shall remain on recall list indefinitely or until one (1) of the conditions listed below are met. A limited contract teacher who is laid-off will remain on the recall list for two (2) years after the effective date of his/her layoff unless he/she,

- a. waives his/her recall rights in writing;
- b. resigns;
- c. fails to accept recall to the position he/she held immediately prior to layoff or to a position for which he/she is certificated/licensed;
- d. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed fifteen (15) days additional time before being required to report to work.

While on layoff, a teacher will:

1. have the option to remain an active participant in fringe benefit as provided under COBRA.
2. have the right to collect, unchallenged, unemployment compensation benefits if he/she has not been offered an equivalent teaching position during layoff.
3. have the right to acquire additional certification or entry-level requirements for recall purposes provided such information is filed with the Board prior to recall.

All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credits for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.

No vacancy in a bargaining unit position will be filled by the Board until the procedures in this Article have been complied with.

F. School Day, School Year, School Calendar

1. School Day

- a. The teachers' contractual day shall be seven and one-half (7-1/2) hours, except for regularly scheduled building and District faculty meetings as needed. The contractual day shall encompass a daily duty-free lunch period of not less than thirty (30) minutes during which teachers shall be free to leave school.
- b. Each grade 6-12 teacher shall receive at least one (1) daily classroom preparation period during the instructional day. The preparation period shall be the length of a regular instructional period. Each grade K-5 teacher shall receive no less than two hundred (200) minutes per week for classroom preparation time within the instructional day. At least five (5) periods per week shall be of no less than twenty (20) consecutive minutes. The Administration will continue to keep the number of meetings during

planning time at a minimum. Teachers are strongly encouraged to use their planning periods in a professional manner and on school grounds.

- c. A reasonable amount of time will be scheduled for travel between buildings.
- d. Attendance at functions outside the school day and school year shall be voluntary. However, attendance at the District's sponsored parent/teacher functions is strongly encouraged by both the Board as well as the Association.
- e. Teachers are obligated to attend parent/teacher conferences during the times allocated for such conferences on the school calendar. It is understood that K-5 teachers will devote not less than fifteen (15) minutes per child to this purpose. A teacher whose child(ren) is enrolled in a District school must conference with the child(ren)'s teachers outside such allocated parent/teacher conference time.

2. School Year

The length of the teacher school year shall be one hundred eighty-five (185) contract days, of which one hundred seventy-nine (179) will be student instructional days. The days in addition to the one hundred seventy-nine (179) instructional days consist of four (4) teacher workdays and the equivalent of two (2) parent/teacher conference days.

Second semester 8-12 individual parent/student scheduling conferences shall be conducted by guidance counselors who will work an adjusted workday. The adjusted workday shall be determined by a consensus of guidance counselors and principals. Each adjusted workday shall not exceed seven and one-half (7-1/2) hours.

3. School Calendar

By November 1 of each school year a Calendar committee composed of three (3) bargaining unit members appointed by the Association and three (3) administrators appointed by the Superintendent will be established for the purpose of developing a calendar recommendation for the succeeding school year consistent with the School Year provisions appearing in 2. above.

By February 1, the Committee shall submit its recommendation to the Board.

- 4. The Administration will provide release time when necessary for writing IEPs on school premises. The Resource Room teacher will receive one-half (1/2) day release time when three (3) to five (5) IEPs are due within a particular month and one (1) full day of release time when more than five (5) IEPs are due within a

particular month. The Board will provide a substitute for the Resource Room teacher, if possible, and the teacher will not be charged with an absence.

5. Nothing in this Section shall be construed to prohibit credit flexibility options that may include an adjusted work day (afternoon or evening classes and the like), the use of adjunct university professors to teach classes, etc.

G. Nonrenewal of Limited Contract

Unless otherwise specified in this Agreement, the nonrenewal of a teacher's limited contract is governed solely by Section 3319.11 of the Ohio Revised Code and the evaluation provisions appearing in Article III, Section M of this Agreement.

H. Termination of Contract

The termination of a teacher's limited or continuing contract during its term, and any suspension of the teacher pending the outcome of the termination proceeding, is governed solely by Section 3319.16 of the Ohio Revised Code.

I. Discipline

1. No teacher shall be disciplined except for just cause.
2. The Board agrees to abide by traditional progressive disciplinary principles with the recognition that, if the offense is deemed by the Administration to be of a serious nature in light of the surrounding circumstances, preliminary disciplinary steps may be skipped.
3. At all steps of the progressive disciplinary procedure, the teacher has a right to have an Association representative present.
4. The normal steps of progressive discipline are:
 - a. Written Reprimand – At or prior to implementation, the Administrator will meet with the teacher to discuss the reason(s) for the reprimand, which reason(s) will also be recited in the written reprimand. In the absence of another written reprimand or disciplinary suspension in the interim, the written reprimand will be removed from the teacher's file three (3) years after its placement. A written reprimand may be preceded by a verbal warning in the case of a minor offense that does not significantly disrupt the workplace.
 - b. Suspension – The Superintendent may suspend an employee without pay for up to five (5) work days. At or prior to implementation, the Superintendent will meet with the teacher to discuss the reason(s) for the suspension. The Superintendent will also provide written notice of the effective date(s) of the suspension, which notice will also recite the

reason(s) for such suspension. Insurance fringe benefits will remain in effect during the time of any suspension under this provision. This provision does not preclude the Superintendent from suspending an employee with pay.

- c. Termination – Termination of a teacher’s limited or continuing contract during its term severs the employment relationship and is governed solely by Section 3319.16 of the Ohio Revised Code, as indicated in Section H of this Article.
5. Discipline imposed under this Section, other than termination, is reviewable under the grievance procedure appearing in Article II of this Agreement. If the discipline involves a suspension without pay, the grievance may be initiated at Level Two of the procedure. It is mutually recognized that, should a grievance be processed to Level Four of the procedure, the arbitrator is empowered to determine the weight, if any, to be accorded to any prior discipline offered in support of the discipline being arbitrated.

J. Drug Free Work Place

The Association and Board agree that, in accordance with the Drug Abuse Act, it is their intent to maintain a drug-free work place and provisions of the Act are hereby incorporated into this Agreement. No action will be taken by the Board which is inconsistent with state law and/or any terms of this Agreement.

K. Complaint Procedure

1. Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between teacher, pupil, complainant, principal and other appropriate staff personnel should be pursued before using the formal procedures outlined below. If such conferences do not lead to understanding and resolution of problems involved, a complainant may pursue further action by presenting the building principal with a signed complaint against the teacher. The principal shall give a copy to the teacher.
2. Further action concerning the complaint shall be initiated by the following procedure:
 - a. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged as soon as possible to discuss the complaint.
 - b. If it is not resolved at that level, it may be appealed to the Superintendent.
3. At the Superintendent’s level or above, the teacher may request and be accompanied by a representative of his/her choice.

4. The Board agrees that in no case shall such a complaint be grounds for action of reprimand or discipline against the employee until after a full investigation of the complaint has been completed by the Board's designee and the teacher has had adequate time [no less than ten (10) days] to prepare a rebuttal. This provision does not apply to administrative leave pending an internal investigation.

L. Academic Freedom

1. Academic Freedom shall be guaranteed to teachers within the confines of the Constitution of the United States, the Board's adopted curriculum, and the mandated requirements of the State Department of Education. The teacher shall use good judgment in selecting supplemental materials and methods to be used in classroom.
2. Each teacher has the final authority to grade students in his/her charge. Change of a student's grade without the teacher's consent will occur only if it has been demonstrated that the grade was not given on a professional and intellectual basis. Notice of any such change will be given to the teacher (along with notice of the teacher's right to grievance), the student's parent, and the teacher's immediate supervisor.

M. Evaluation

During the year a teacher on a limited contract is up for renewal or tenure consideration, if Administration is advised of the fact prior to October 1, he/she shall be evaluated in accordance with Section 3319.111 of the Ohio Revised Code. Teachers on continuing contract shall be formally evaluated at least once every other year by May 1.

A joint study committee shall be appointed as needed.

N. Fair Share Fee

Payroll Deduction Of Fair Share Fee

The Board shall deduct from the pay of teachers who elect not to become or to remain members of the Association, a fair share fee for the Association 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.

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 Board Treasurer on or about September 15 of each year for the purpose

of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

Schedule of fair share fee deductions

1. All fair share fee payors

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

- a. sixty (60) days employment in a bargaining unit position or
- b. January 15th

2. 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 shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

3. Transmittal of deductions

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

4. 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 Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each teacher 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.

5. Entitlement to rebate

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

6. Hold Harmless

The Association shall indemnify and hold harmless, the Board, its Treasurer and other employees from all claims, demands, suits and damages including attorneys fees against it arising as a result of the Board's good faith implementation of this provision.

O. Classroom Time Sharing

The Board will entertain proposals from teachers regarding classroom time sharing within their buildings. The following procedures must be followed:

1. Teachers interested in time sharing must already be located in the same building where the time sharing will occur.
2. Teachers involved in time sharing will teach a one-half (1/2) day five (5) days per week.
3. All fringe benefits will be pro-rated at fifty percent (50%).
4. For seniority purposes each year counts as one (1) year on the seniority list.
5. Teachers who are interested in time sharing must notify the Director of Instruction/Personnel in writing by March 30.
6. The building principal and Superintendent (or designee) will meet with staff interested in time sharing.
7. Teachers who are recommended for time sharing must submit a letter to the Board via the Superintendent requesting their contract to be reduced to one-half (1/2) time.
8. Teachers who request their contract be reduced to one-half (1/2) time will not be placed on the recall list. Teachers on the recall list must be offered positions before time sharing teachers can be offered full-time contracts.
9. The final decision for time sharing teachers will be determined by the Board.

P. Local Professional Development Committee

1. The Local Professional Development Committee (LPDC) shall review individual professional development plans (IPDP) for renewal of certifications/licenses of applicable employees of the District. The LPDC policy, procedure and governance, as well as proposals to the LPDC or approvals/denials of the LPDC, shall not supersede the negotiated agreement and/or district policy.

2. The LPDC shall be comprised of three (3) teacher representatives appointed by the TEA and two (2) administrative representatives appointed by the Superintendent. The LPDC shall establish an initial rotation schedule to allow for staggered terms. Subsequent terms to the LPDC shall be for three (3) years. Terms shall commence on July 1, each year. Any representative appointed to fill a vacancy occurring prior to the expiration date of the term shall serve for the remainder of that term.
3. Whenever an administrator's IPDP is being considered, the LPDC shall, at the request of one of the LPDC administrative representatives, cause a majority of the committee to consist of administrative representatives by reducing the number of teacher representatives voting on the IPDP.
4. A quorum shall be defined as a majority of the entire committee with at least one (1) teacher representative and at least one (1) administrative representative present.
5. Appeals of LPDC decisions shall follow the established procedures as outlined in the LPDC's Plan Document. The decisions of the LPDC are not grievable.
6. The LPDC shall recommend training on the purpose, responsibilities, functioning and legal requirements of LPDCs. Training that requires release time or expense reimbursement must be pre-approved by the Superintendent.
7. Employees serving on the LPDC shall be paid five hundred dollars (\$500) for one year of service. One-half (1/2) of the stipend shall be paid by December 25 and the remainder shall be paid by June 25. An employee who serves less than one (1) year and his/her replacement shall each receive a prorated amount of the stipend.
8. In the event of legislative action that impacts in any way on this topic, the parties agree to reconvene bargaining to make the appropriate adjustments.

Q. National Board Certification

1. Upon notification by the National Board for Professional Teaching Standards, employees that achieve National Board Certification shall receive a one-time one thousand dollar (\$1,000) stipend from the Board. The stipend shall be paid within thirty (30) days following notification.
2. A teacher who obtains certification from the National Board for Professional Teaching Standards shall also be honored by placement of his/her name on a plaque housed in the High School Hall of Fame.

R. Resident Educator Program

A Resident Educator Program for newly hired teachers ("residents") shall be implemented in accordance with Ohio Department of Education (ODE) guidelines. If a

guideline conflicts with any provision of this Section, the parties will promptly confer in an effort to resolve the issue. The principal and the mentor teacher must agree on the assignment of mentor to teacher/resident.

The Resident Educator Program shall include both a formal program of support, including mentoring to foster professional growth of the individual teacher and the assessment of skills and abilities of the resident for the purpose of attaining professional licensure.

Bargaining unit members required to attend the annual Resident Educator Program meeting, if any, will continue to be paid Fifteen Dollars (\$15) per hour, in quarter-hour (1/4) increments, for the period of such attendance.

The Resident Educator Program shall include the following elements:

1. Mentors

a. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with this Agreement. The number of mentor positions, if feasible, shall equal the number of new-hired teacher/residents who will be residents in the program. The posting shall clearly state that the mentor contract is a one (1) year contract, which shall be automatically non-renewed at the end of the school year.

b. Qualifications

Mentor teachers should be employed on a regular teaching contract in the District for at least five (5) consecutive years. Additionally, mentor teachers must attend all required training and become a certified mentor. Retirees who meet the qualifications may be considered for a mentoring position. Teachers with poor track records as mentors will not be reassigned.

c. Compensation and Work Load

The mentor teacher shall receive a stipend equivalent to one-half (1/2) of the dollar amount provided to the District by the state for the purpose of funding the Resident Educator Program (funds per resident). In the event state funds are not available, the mentor teacher shall receive a stipend of no less than five hundred dollars (\$500). The Board Treasurer shall communicate the amount of the stipend on a yearly basis as soon as possible, but no later than the first day of the school year in which the mentoring shall occur. The stipend shall be paid in the first pay period in May. The mentor shall be assured adequate time, as determined by the committee, during the work day to meet with the assigned resident. If

feasible, no mentor shall be assigned more than one (1) resident at a time during a school year. If a mentor is assigned for less than one (1) academic year, compensation shall be prorated.

d. Confidentiality

Any interaction, written or verbal, between the mentor teacher and the resident shall be regarded with the same confidentiality as that represented by the attorney/client relationship and shall not be used by the Board/Administration or the Association in termination or non-renewal actions. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or Section 3319.16 of the Ohio Revised Code.

2. Teacher/Residents

a. Compensation and Workload

The teacher/resident shall receive one hundred percent (100%) of the salary to which the teacher/resident is entitled under this Agreement. In addition, the resident shall be assured of adequate time as determined by the committee during the work day to meet with the assigned mentor.

b. Confidentiality

No resident may be compelled to release information to the District regarding the resident's assessment by the ODE, nor may such information be used in the evaluation of the resident by District administrators. Any documents pertaining to the Resident Educator Program and the ODE assessment shall be confidential to the extent permitted by law.

c. Protection

No later than six (6) weeks after the initiation of the Resident Educator Program, the resident may exercise the option to request a new mentor. If a new mentor is assigned, the former mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure and/or Section 3319.16 of the Ohio Revised Code. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a resident who fails in the first year to successfully complete the Resident Educator Program, but who retains the appropriate teaching credential, unless all applicable provisions of this Agreement relating to teacher evaluation and the non-renewal of contracts have been followed.

Notwithstanding Section 3319.11 of the Ohio Revised Code and all other applicable provisions of this Agreement relating to teacher evaluation and non-renewal of contracts, a teacher/resident who fails twice (or more often if the law changes) to successfully complete any year of the Resident Educator Program requirements may be non-renewed.

S. Personnel Files

1. One (1) official personnel file will be maintained for each bargaining unit member. This provision does not preclude an administrator from keeping anecdotal materials relevant to the employee's job performance and conduct. Anonymous documents will not be kept in the personnel file, but if allegations contained in an anonymous document are, upon investigation, independently corroborated, the action taken with reference to an employee if any, and the result of such investigation may be noted in the personnel file.
2. A bargaining unit member may review the content of his/her personnel file at all reasonable times and may choose to be accompanied by an Association representative or authorize an Association representative in writing to review the file on the employee's behalf.
3. A bargaining unit member may dispute the accuracy, relevance, or timeliness of material in his/her personnel file in accordance with Chapter 1347 of the Ohio Revised Code.
4. A bargaining unit member may furnish a rebuttal or other comment to be attached to a personnel file document, provided the statement is of reasonable length and submitted with reasonable promptness.
5. The Administration will attempt to notify a bargaining unit member if an individual other than an administrator, the Treasurer, an account clerk, or a Board member has requested to view the member's file.

T. PTO Contributions

For the mutual protection of the employee and the District, any teacher who receives PTO contributions for purchasing classroom supplies will promptly account for the use of such monies, with appropriate receipts, to the employee's building principal.

ARTICLE IV - LEAVES OF ABSENCE (PAID AND UNPAID)

A. Sick Leave

Employees shall be entitled to fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one-fourth (1-1/4) days each month. The amount of sick leave credited to an employee shall accumulate to two hundred sixty-five (265) days for the duration of this Agreement.

Employees may use sick leave for absence due to personal illness, pregnancy, injury, and for absence due to illness, injury or death in the employee's immediate family. The term "immediate family" shall mean spouse, children, mother, father, grandchild, or any other dependent or relative living in the same household as the school employee.

Sick leave may be used for up to ten (10) days per school year for absence due to the serious illness or injury of an employee's brother, sister, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, legal guardian or other person who stands in place of a parent (e.g. foster or step parent).

If an employee is absent due to death outside the immediate family, absence shall be approved for up to two (2) school days. If the funeral service the employee is to attend is more than one hundred fifty (150) miles from Tiffin, then leave may be granted to a maximum of five (5) school days by the Superintendent if circumstances justify the extension.

If an employee prefers not to use sick leave, or if he/she exhausts his/her accumulated sick leave credit, he/she may apply for an unpaid leave of absence without benefits except as provided by federal Family Medical Leave Act.

The Treasurer shall notify each teacher of their total sick leave accumulation which has been accumulated with each pay. The sick leave accumulation certification, including roll-over days, shall be issued by July 31 to those employees who accumulated roll-over days.

B. Sick Leave Pool

The purpose of this Pool shall be to provide teachers who have exhausted all paid leave with additional sick leave days for a catastrophic illness or injury. Administration and use of the pool shall be subject to the following:

1. The pool shall be administered by a committee of four (4). Two (2) members shall be selected by the Association. Two (2) members shall be selected by the Administration. All decisions shall be made by majority vote of all members of the committee. If committee members are tied in voting, or the request is denied, the issue shall die in committee and cannot be appealed through any means or methods provided in this Agreement or otherwise. All voting in the committee shall be confidential and by secret ballot.

2. A teacher on his/her own behalf, or any employee on behalf of the needy teacher, must present the request, in writing, to the Association President. This request shall include the approximate number of days the teacher may require from the pool. This number may be adjusted as necessary. The President (or designee) will bring the request to the committee for consideration. The committee may request proof of the catastrophic nature of the illness or injury if the majority of the committee believes proof will be helpful in consideration of the request. Such proof shall consist of written confirmation by a physician that the illness/injury will require the recuperation time requested.
3. If the request is approved by the committee, the Association President will notify all teachers of the request. A teacher must have at least forty-five (45) accumulated sick days in order to make a donation and must limit his/her donations to no more than five (5) days. A form will be provided for certified staff to indicate willingness to contribute sick leave to the needy teacher. This form shall also include the number of days the teacher is willing to contribute. Forms and contributions will be held confidential. The Association shall compile the donations and notify each teacher whose contribution is accepted. Forms for contributions above the amount needed shall be returned to the contributing teacher. The forms accepted for contribution will be turned over to the Board Treasurer for appropriate action.
4. Teachers contributing to the pool who are eligible for the perfect attendance award shall not suffer the loss of that award as a result of donating to the pool.

C. Personal Leave

Each full-time teacher will be granted three (3) days of personal leave per year with no loss of compensation. Requests must be submitted in writing to the building principal or supervisor one (1) week in advance of the desired date for approval of personal leave. The principal or supervisor has authority to approve the request consistent with the provisions of this Section. Except as otherwise provided in the immediately following paragraphs of this Section, approval will not be withheld. In an emergency where advanced written notice is not possible, the teacher shall immediately telephone and notify the administrator of the need and reason to request emergency personal leave, which will be charged against personal leave, if available, or treated as a dock day under Section G of this Article.

Requests for personal days may be made for any contracted day of the school year with the following exceptions with respect to which a personal day may be taken only with approval of the principal or supervisor:

1. First and last day of school for students
2. Parent/teacher conference days

3. Teacher meeting work days
4. The regularly scheduled work day immediately preceding and the regularly scheduled work day immediately following a holiday or break period (e.g., the winter and spring break) in the school calendar.
5. The above exceptions will not be applied in the event of a declared Level 3 emergency that precludes the teacher from getting to work or comparable natural disaster.

Requests for personal days August through April will be approved up to a daily maximum of fifteen percent (15%) of a building staff [minimum of two (2)]. Requests for personal days in May will be approved up to a daily maximum of five percent (5%) of a building staff [at least one (1) per building]. Requests will be honored on a first come, first served basis.

The Superintendent may extend one (1) additional personal leave day in the event of a declared Level 3 emergency that precludes the teacher from getting to work or comparable natural disaster, which may occur after the teacher has used his/her personal leave days.

D. Professional Leave

If a teacher is absent because of an education conference or convention, class visitations, curriculum meetings, athletic clinics, or athletic events, previously approved by the Board or Superintendent, he/she will receive his/her regular salary. A teacher is not authorized to commit to speaking or participating at a conference or convention without advance approval. Approved travel expenses will be paid in those cases where the immediate purpose of the conference is the improvement of the service rendered the school system. Employees must fill out the appropriate form prior to receiving approval or reimbursement.

E. Leave Of Absence Policy

A leave without pay for up to one (1) year shall be granted by the Board to teachers for the following purposes:

1. Personal illness
2. Physical or mental disability
3. Maternity/paternity/adoption
4. Immediate family illness (shall only be granted contingent upon the employee signing a waiver that he/she will not seek retirement system contributions from the Board for such leave period).

At the option of the Board, an employee may be granted a leave of absence without pay for up to one (1) year for the following purposes:

1. Continuing Education

2. Sabbatical
3. Election to political or professional office.

An employee desiring such leave shall present to the Superintendent a written request stating clearly the reason and purpose of the leave and the desired duration. When the reason for the leave is personal illness or physical or mental disability an employee shall also attach a doctor's statement. The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave because of physical or mental disability. In the case of leaves for maternity, paternity, or adoption the following conditions shall apply:

1. only one (1) leave per family shall be granted per child in a year,
2. the period of time for which such leave is granted shall not cover portions of two (2) different school years unless specific approval for same is granted by the Board.

A leave may be extended for up to one (1) additional year by written request presented to the Superintendent and with the approval of the Board.

Employees will be reinstated from leave to fill existing vacancies at any time during the year or will be reinstated at the time agreed upon when the leave was granted. Return to the school system from a leave due to physical or mental disability or illness shall be accompanied by a doctor's statement indicating that the employee is capable of resuming his/her assigned duties.

Upon return from a leave, a teacher shall resume the contract status held prior to such leave and will be returned to the same or similar position held prior to going on leave. Teachers using any Board-approved leave shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. Where the group insurance policy permits, an employee on leave may continue to participate in those benefits which are provided to other employees by payment of the group rate for such benefits.

F. Assault Leave

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board shall grant assault leave to teachers absent due to a physical disability resulting from a physical assault occurring while the employee was performing his/her contractual duties to a maximum of ten (10) working days each school year under the following conditions:

1. Any teacher who must be absent from his/her duties due to a physical disability resulting from an assault while teaching or in school-related activities, on or off the school premises, before, during or after school hours, will be paid his/her full scheduled compensation for the period of the absence. Assault shall be defined as an unlawful attempt to do bodily injury to a teacher.

2. The teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, time of the assault and names and addresses of witnesses, if known.
3. The teacher shall furnish a written, signed statement from a physician as to the nature of the disability, its possible duration, that the disability was a direct result of the assault, and the need to be absent from school.
4. Assault leave shall not be charged against sick leave earned or earnable by the employee.
5. After the expiration of the ten (10) working days per school year that is allotted for assault leave, any employee who continues to be physically disabled as a result of a physical assault that occurred while the employee was performing his/her contractual duties shall be covered, to the extent applicable, under the worker's compensation laws of the State of Ohio.

G. Deduction For Absence Not Covered By Paid Leave

In cases when a teacher requests in writing to be absent from duty and there is no sick leave or other leave applicable, the teacher may be granted such leave and his/her salary shall be adjusted accordingly. The salary deduction for each day taken without leave will be based on the teacher's current annual salary, excluding supplemental contract salary (unless supplemental contractual duties were affected), divided by the number of contractual days for which the teacher is employed to work (i.e. the teachers daily rate of pay). In no case will just the salary of the substitute be deducted or a teacher allowed to employ and pay for the substitute.

H. Religious Holidays

An employee who observes a religious holiday(s) that requires all day observance, that does not coincide with the District's observed holidays, may request and shall be granted personal leave, not to exceed two (2) days, for such religious holidays. This leave shall be in addition to other personal leave.

I. Family and Medical Leave Act

1. The parties agree to abide by the Family and Medical Leave Act (FMLA). Any alleged violations of the Act shall first be processed as grievances using the procedure herein. Pursuit of such grievance does not prohibit an employee from enforcing their rights under the Act.
2. Reasons for Leave

Each eligible employee as defined by the FMLA is entitled to and shall be granted upon request up to a total of twelve (12) weeks of unpaid leave per year for:

- a. a serious health condition of the employee that prevents the employee from performing his/her job;
- b. the birth of a child and/or care for a newborn child within one (1) year of the child's birth;
- c. the placement of an adopted child or foster child and/or to care for the newly placed child within one (1) year of the child's arrival;
- d. a serious health condition of a child, spouse, or parent for which the employee is needed to provide care.
- e. the family military leave provisions of the FMLA pertaining to qualified exigencies or care for injured servicemembers.

3. Leave Provisions

- a. Any leave beyond twelve (12) weeks in a year may be granted pursuant to the other leave provisions of this Agreement.
- b. An employee may elect or the Board may require eligible employees to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under the FMLA.
- c. The employee shall give the Board thirty (30) days notice when the need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave.

4. Protection of Employment

- a. The Board shall return the employee taking FMLA leave under this Section to the same or equivalent position and contract status occupied prior to the leave.
- b. Except as provided herein, the taking of leave under this Section shall not result in the loss of any other employment benefit.

5. Insurance Continuation

While an employee is on FMLA leave, the Board shall continue to pay the Board's contribution toward the monthly premium to continue all medical, dental, and life insurance plans for the employee. The employee shall be required to pay the remaining amount of the monthly premium. Upon expiration of FMLA leave, if the employee remains on unpaid leave, he/she may continue to participate in the Board's group insurance plan by making payments in accordance with COBRA regulations.

6. Year

For the purposes of FMLA benefits, a year shall be defined as July 1 through June 30.

J. Maternity/Paternity Leave

Employees are entitled to maternity/paternity leave for the birth and/or care of a newborn child within one (1) year of the child's birth or for the adoption of a child, or placement of a foster child to care for that child within one (1) year of the child's arrival. Such leave shall be granted for a total of twelve (12) weeks, up to six (6) weeks of which will be paid (to the extent that the employee has accrued and unused sick leave available) and the remainder to be unpaid: the total of which is to run concurrently with the provisions of the Family and Medical Leave Act (FMLA) as outlined in Section I. above. Lesson plans must be completed prior to the start of the leave that map out what needs to be covered during his/her absence.

ARTICLE V - SALARIES AND FRINGE BENEFITS

A. Salary Schedule and Index

1. The base salary for the 2011-2012 and 2012-2013 school years shall be \$30,949 and there shall be no movement of experience (vertical) steps during this period. (See Appendix A.) Education training (horizontal) movement shall be allowed during the terms of this Agreement. The supplemental salary schedule will also use the base salary of \$30,949 without advancement for experience. (See Appendix C.)

This Agreement reflects a salary and vertical step freeze for both the certified salary schedule and extracurricular salary schedule for the 2011-2012 and 2012-2013 school years. This Section does not obligate the Board to “make up” the pay and step freezes on the salary or extracurricular salary schedule following the 2012-2013 school year.

2. Longevity shall be defined as actual teaching experience and experience that can be calculated by the State Teachers' Retirement System for credit.
3. The salary schedule shall be indexed as indicated on Appendix B.
4. Each teacher will be provided a professional learning stipend of Five Hundred Dollars (\$500) payable on the second regularly scheduled payday in January 2012, and again on the second regularly scheduled payday in January 2013. Payment will be by separate check.

B. Pay Periods

The total amount of a teacher's annual salary shall be paid in twenty-six (26) equal installments starting with a Friday date established by the Superintendent as soon as permitted by law following the opening of school and continuing every other Friday thereafter until twenty-six (26) pays have been issued for a given school year.

Specific pay dates will be published at the beginning of each school year. Teachers shall receive their pay via electronic direct deposit to a bank of the individual's choice. When a payday falls on a holiday (banks closed), the teacher's pay will be electronically deposited the preceding day. It is mutually recognized that, by operation of the calendar, a three-week hiatus between paydays will occur every several years in order to avoid a 27th pay; when this happens, the hiatus will be scheduled to occur in the summer recess between school years and, prior to the start of that summer recess, the Board Treasurer will give written notice to the TEA President of the fact that the hiatus will occur and when it will be implemented.

Supplemental contract personnel shall have the option of being paid in accordance with the pay periods described above (26 paychecks) or in a separate lump-sum check paid at the end of the supplemental contract period.

C. Credit Union

In accordance with Section 3917.04 of the Ohio Revised Code, the Board will accept applications from employees to make contributions to the First Ohio Credit Union in lieu of payment of such amounts to the employees.

The Board will withhold such contributions only upon written application to the Treasurer and in the amount stipulated by the employees. Contributions will commence with the first pay following the applicable enrollment date and will continue until canceled by the employee.

Contributions will be forwarded by direct electronic deposit to the First Ohio Credit Union on or before each Friday which has been designated as payday.

D. Teacher Dues (Payroll Deductions)

By authorization of Section 9.41 of the Ohio Revised Code, the Board will accept applications from employees to deduct professional membership dues to the National Education Association, Ohio Education Association, Northwestern Ohio Education Association, and the TEA.

The Board will make deductions only upon written authorization from the individual employee. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Board Treasurer, from September 1 through September 15 of any given school year. The TEA shall be notified by the Treasurer of any withdrawals.

The amount of dues to be deducted from each employee shall be stipulated annually, no later than September 15, by the designated representative of the Association.

New requests for deduction of membership dues must be in the hands of the Treasurer by September 15. All deductions, as authorized, will be made over the contract year.

The balance of the annual dues deductions shall be deducted from the final pay of a teacher resigning or receiving a leave of absence after the opening of school.

E. Severance Pay

Each employee with at least ten (10) years of District teaching service, whose effective date of retirement with the State Teachers Retirement System has been substantiated by submission to the Treasurer of documentation that the first payment of STRS retirement benefits has been received by the retiree, and if the Board made the last payment in his/her name to the STRS, will be paid in cash one-fourth (1/4) the value of accumulated but unused sick leave days. The cash payment will be calculated on the basis of the last daily rate of pay. Payment will be made within seventy-five (75) days after the employee's effective date of service retirement with STRS. Consistent with applicable

tax requirements, the employee may elect to have the Treasurer contribute all or a portion of such payment to a Section 457(b) or 403(b) tax-sheltered plan. If the employee's effective date of retirement with STRS is prior to June 1 and not coterminous with the end of the employee's work year, the payment under this Section will be reduced by five percent (5%) rounded to the nearest whole dollar.

F. Health Insurance

1. The Board will provide a choice of two (2) health insurance plans for teachers. See Appendix H.
2. This contract contains a "Coordination of Benefits" rider. If you are covered under any other medical contract, possibly through your spouse's employer, this rider provides that under no circumstances will you receive duplicate payments for any medical expenses incurred.
3. The following guidelines will be used for administering this program:
 - a. An application provided by OME-RESA must be completed for enrollment in the Plan.
 - b. A part-time teacher may share in the insurance program by requesting a salary reduction in an amount equal to the difference between the premium cost for the program selected and the Board obligation. The Board percentage obligation shall be equal to the percentage equivalent of full-time duty which is shown on the teacher contract.
4. The medical benefit plan contains provisions covering the pre-certification of inpatient hospital services, skilled nursing care, home health care, and the use of durable medical equipment, as well as case management assistance in the event of serious medical conditions.
5. The Board agrees to pay the premium for each full-time employee's health insurance up to a maximum or "cap" of four hundred fifty dollars (\$450) per month. The cap of four hundred fifty dollars (\$450) per month shall take effect January 1, 2003. Above the four hundred fifty dollars (\$450) per month, the Board and the employee will share equally in the cost. Should a husband and wife both be full-time employees, the Board shall pay one hundred percent (100%) of the monthly premium for family health insurance. For employees hired after January 1, 1997, their spouses will be required to participate in their employer's health insurance coverage if available. Benefits will be coordinated between the two (2) carriers.

G. Dental Insurance

The Board shall provide family dental insurance coverage for each employee. The Board shall select the company to provide the insurance.

The Board shall pay eighty-five percent (85%) of the monthly premium for each full-time employee. Should both a husband and wife be full-time employees, the Board shall pay one hundred percent (100%) of the monthly premium.

A part-time employee may share in the dental insurance program by requesting a salary deduction in the amount equal to the difference between the monthly premium cost and the Board obligation. The Board obligation shall be equal to eighty-five percent (85%) of the percentage of full-time duty shown on the employee's contract.

H. Life Insurance

The Board agrees to pay on behalf of each employee who works six (6) or more hours per day the premium on \$35,000 life insurance for those employees who desire such coverage. The Board shall select the company to provide the insurance.

A part-time employee may share in the insurance program by requesting a salary deduction in an amount equal to the difference between the premium cost for the coverage selected and the Board obligation. The Board obligation shall be equal to the percentage of full-time duty shown on the employee contract.

I. General Provisions

1. Copies of Benefit Contract

The Board shall provide the Association president with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provide the benefit(s) specified in this Agreement. Copies of existing contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

2. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this Agreement, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this Agreement.

3. Benefit Description for New Members

A teacher employed after the effective date of this Agreement shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Agreement.

4. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this Agreement, each teacher shall receive a written description prepared by the carrier, of the improved plan.

5. The Board shall provide the Association with notification of intent to change an insurance carrier. Such notice shall be provided at least sixty (60) days prior to any change.

6. The cost of COBRA coverage shall not exceed one hundred two percent (102%) of the current funding level of the employee's premium.

7. Pre-Tax Contributions by Participants

The Board will implement a plan under and in conformance with Section 125 of the Internal Revenue Code that provides for the payment of an employee's share of the monthly premium with pre-tax dollars. The employee's share for each month shall be divided in half and deducted twice monthly through payroll deductions; no premium deduction will be made from a third pay scheduled during any given month. This plan will be administered by a company selected by the Board.

8. Insurance Committee

A joint Insurance Committee will be established, as needed.

J. STRS Pick-Up

The Board agrees to designate each employee's mandatory contributions to the State Teachers Retirement System as "picked up" by the Board as contemplated by Internal Revenue Service rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's STRS contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

This policy applies without exception to all employees represented by the Association. The amount to be tax sheltered on behalf of each employee shall be such rates as may be imposed by the STRS as required employee contributions.

K. Compensation For Course of Study Writing

Any employee designated the responsibility for the actual writing of a course of study will be compensated. Some of the factors involved in determining the amount include the impact of the project on the total curriculum and course of study writing programs, the time required to complete the project, the thoroughness of the final product, and the quality of the final product.

1. Writing a course of study

- a. This person will be paid two hundred dollars (\$200).
- b. The job description for the project includes the following guidelines:
 - 1) meet with curriculum directors to establish guidelines to meet new standards
 - 2) examine other districts' course of study and our own previously completed course of study
 - 3) review previous lesson plans, textbook format, and old course of study
 - 4) review most recent evaluation data for the system (standardized tests, etc.)
 - 5) establish timeline for completing the project
 - 6) complete each element of the program and obtain final approval from the curriculum directors.
- c. If the course of study has already been written to meet new standards and is simply being reviewed or updated, there will be no compensation paid. The curriculum directors plan to do most of this type of editing.

2. Writing a course of study for a semester course. This person will be paid one hundred dollars (\$100). The requirements are the same as above.

3. Special area considerations.

- a. If a single instructor (e.g. secondary art) has more than one (1) subject responsibility and if there is very little carry over from one (1) subject to the next, the instructor will be compensated the full rate for each course of study.
- b. If a single instructor (e.g. foreign language) has more than one (1) subject responsibility and there is a great deal of carry over from beginning levels

to advanced levels, then the rate of compensation will be seventy-five dollars (\$75) for each course of study after the initial course of study is written and completed.

- c. The curriculum directors may recommend that other staff members be compensated, within the above rate schedule, for other significant curriculum projects.

L. Mileage

Mileage will be paid at the Internal Revenue Service rate per mile, as of July 1, for approved travel. The rate will be adjusted as of the next following July 1 if a change by the IRS occurred in the interim, unless the IRS reduces the rate in which case the adjustment will occur as of the effective date.

M. Personal and Sick Leave Reward

A full-time employee achieving one hundred percent (100%) perfect attendance for a full 185-day contract year would receive five hundred dollars (\$500) at the conclusion of the year. The only situations where a person could miss and still be paid five hundred dollars (\$500) would be attendance at a professional workshop day, religious leave as per Article IV, Section H of this Agreement, or up to five (5) days of required jury service within the contract year. There are no other exceptions.

The compensation for part-time employees will be pro-rated.

N. Retirement Incentive

1. Teachers who retire during the first year of STRS eligibility will receive:
 - a. A five thousand dollar (\$5,000) retirement stipend. This stipend shall be paid in January of the year following retirement.
 - b. A severance bonus of an additional five percent (5%) of the value of accumulated but unused sick leave days. To be eligible for the severance bonus, the retiring teacher must also have at least ten (10) years of service to the District. This bonus shall be paid at the same time as the regular severance payment to the employee under Article V, Section E of this Agreement.
2. To receive the retirement stipend or severance bonus, notice of impending retirement must be submitted by March 1 during the school year the teacher becomes eligible to retire and actual retirement must be effective prior to the start of the next school year.

3. Failure to retire immediately following the school year in which the teacher first became eligible to retire will make the teacher ineligible to receive the retirement stipend or severance bonus.

O. Tuition Reimbursement

1. Reimbursement Limits:

- a. The Board will provide Fifteen Thousand Dollars (\$15,000) from the general fund for the purpose of tuition reimbursement.

- b. Reimbursement of course work shall be by the following formula:

$$\frac{\text{See 1a}}{\text{total \# of paid hours to be reimbursed}} = \text{total reimbursement per person not to exceed two hundred sixty dollars (\$260) per semester hour or one hundred seventy dollars (\$170) per quarter hour}$$

- c. Hourly rate of reimbursement will not exceed actual hourly cost. If the employee has received or will receive compensation of any sort from any source for taking a course, reimbursement will not exceed the difference between the actual hourly cost and such compensation; if such compensation exceeds the actual hourly cost, no reimbursement shall apply.

2. Conditions:

- a. Courses that qualify for reimbursement are as follows:

- 1) Courses in staff member's undergraduate major
- 2) Courses in staff member's undergraduate minor
- 3) Courses in staff member's teaching field (area of certification/licensure) or the member's teaching assignment or that aligns with the District's Continuous Improvement Plan or that aligns with the member's building Continuous Improvement Plan
- 4) Courses in staff member's post graduate program that lead to ODE-approved educator/licensure (including school administrator)

- b. All courses must be approved by the Superintendent/designee prior to official enrollment in the course.

- c. Reimbursement for courses with a starting date between July 1 and June 30 of any fiscal year will be paid by the end of the following September if the employee has returned to service in the District. To be reimbursed employees must present a registration fee receipt and evidence of successful completion by the college/university to the Treasurer by

September 15th of that fiscal year. Further, the Superintendent/designee shall request a one page summary of the course.

P. Grading Practice State Standardized Tests

A teacher required to administer and grade full-length practice tests for Ohio's mandatory state standardized tests will receive compensation at the rate of:

- | | | |
|----|-------------|-----------------|
| 1. | Math | \$1.50 per test |
| 2. | Reading | \$1.50 per test |
| 3. | Writing | \$2.00 per test |
| 4. | Citizenship | \$1.50 per test |
| 5. | Science | \$1.50 per test |

Q. Tax-Sheltered Annuity Program

Written requests for the diversion of salary to a Section 457(b) or 403(b) tax-sheltered plan, or any change to an employee's current authorization, must be submitted to the Treasurer.

The written request, should be in the form of a Salary Reduction Agreement, signed by the employee and agent of the company of choice. A list of the companies who qualify to write tax-sheltered annuities for the employees of Tiffin City Schools is available in the Treasurer's Office.

Employee retirement contributions are tax-sheltered and must be considered when calculating the amount of salary an employee is able to contribute to a qualified plan. The Treasurer's office cannot calculate the maximum contribution.

Contributions to tax-sheltered plans may be cancelled at any time by giving written notice to the Treasurer. Deductions will not be stopped unless the request is in writing. It will be the responsibility of the employee to notify the company/agent of cancellation.

ARTICLE VI – ASSOCIATION RIGHTS

- A. Duly authorized representatives of the TEA and its affiliates may transact Association business on District premises outside the regular work day, provided (1) that such business does not interfere with the duties of any employee or with a District-sponsored activity, and (2) reasonable advance notice is given to the appropriate administrator.
- B. The Association may use Board equipment, such as word-processing and duplicating equipment and audio-visual equipment, for Association business when such equipment is not otherwise in use. The Association is responsible for the cost of any consumable supplies used and any damage beyond normally expected wear and tear.
- C. The Board will make its facilities available for Association meetings.
- D. The Association President (or designee) will, upon request, be provided reasonable speaking time at regular Board meetings.
- E. By not later than the day prior to a Board meeting (except in the case of an emergency meeting), the Association will be provided a copy of the agenda and exhibits furnished in advance to Board members.
- F. The Board will promptly provide the Association President with the names, home addresses, phone numbers, and building assignments of new bargaining unit members.
- G. The Association may make brief announcements at general staff meetings, and may use the public address system for such announcements subject to standard building procedures. This provision does not provide such access for announcements pertaining to any labor dispute between the Board and Association.
- H. The Association will be accorded access to employee mailboxes and other facilities where mail is received and to use of the Board's mail distribution system.
- I. The Board will allow Association representatives to make a presentation during any new employee orientation program. The time allotted will not be less than fifteen (15) minutes.
- J. The Board will grant up to six (6) days of paid Association leave each school year to permit duly authorized delegates to attend regional, statewide, or national meetings of the Association's affiliates identified in Article I, Section A of this Agreement. Leave may be used in half-day increments where a half-day meeting is involved.

ARTICLE VII – EMPLOYMENT OF RETIREES

- A. This Article governs the terms and conditions of employment of any superannuate or “other system retirant” (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may regularly employ in a position that falls within the bargaining unit identified in Article I, Section A of this Agreement.
1. For placement purposes on the teachers’ salary schedule, the employee will receive horizontal credit in accordance with the normal rules and vertically placed at Step 1.
 2. An employee employed under this Article will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will receive a new one-year limited contract. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
 3. Neither the evaluation procedures resulting from Article III, Section M of this Agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee, but is not required to do so. Any limited contract received under Paragraph 2 above will automatically nonrenew. The procedures and terms appearing in Article III, Section G of this Agreement and in Section 3319.11 of the Ohio Revised Code, include the post-nonrenewal procedures appearing in Section 3319.11(G), shall not apply to any such contract nonrenewal.
 4. Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.
 5. The employee is not eligible to participate in any insurance fringe benefits offered under Article V of this Agreement, except that the employee will be entitled to participate in benefits offered under Article V to the extent that STRS precludes the retiree from participating in STRS-provided insurance fringe benefits.
 6. The employee will in no event qualify for a sabbatical leave or for benefits under Article V, Section O or for severance pay under Article V, Section E of this Agreement.
- B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE VIII - DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2011, and shall remain in full force and effect through June 30, 2014. There shall be a bargaining reopener, limited to the certified salary schedule, extracurricular salary schedule and class size for the 2013-2014 school year. Bargaining under this reopener will start on a mutually agreeable date but no later than May 15, 2013. If such bargaining does not result in an agreement by May 31, 2013, the inpass procedure appearing in Article I, Section J of this Agreement will apply.

Negotiators for the Tiffin
Education Association

Danielle R. Blust
Robin Frederick
Nicole R. Gong
Christina L. Joyce

President of the Tiffin
Education Association

Robin Frederick

Negotiators for the Tiffin
Board of Education

[Signature]
Charles P. Wilson
David E. Colth

President of the Tiffin
Board of Education

Charles P. Wilson

APPENDIX A

CERTIFIED SALARY SCHEDULE
2011-2013

EXP	B.A.	9	150 Hrs/ or +18	30	M.A.	9	18	30	EXP
0	30,949	31,351	31,785	32,187	33,023	33,456	33,858	34,291	0
1	32,249	32,713	33,208	33,673	34,725	35,220	35,684	36,148	1
2	33,518	34,075	34,601	35,158	36,427	36,953	37,510	38,036	2
3	34,818	35,437	36,025	36,613	38,129	38,717	39,305	39,924	3
4	36,117	36,767	37,448	38,098	39,831	40,481	41,131	41,781	4
5	37,417	38,129	38,841	39,553	41,503	42,245	42,957	43,669	5
6	39,027	39,831	40,605	41,410	43,638	44,443	45,216	46,021	6
7	40,327	41,162	42,029	42,864	45,340	46,176	47,042	47,878	7
8	41,595	42,524	43,452	44,350	47,012	47,940	48,868	49,766	8
9	42,895	43,886	44,845	45,835	48,714	49,704	50,664	51,654	9
10	44,195	45,216	46,269	47,290	50,416	51,468	52,490	53,511	10
11	45,495	46,578	47,661	48,776	52,118	53,201	54,315	55,399	11
12	47,104	48,280	49,457	50,602	54,223	55,399	56,575	57,751	12
18	48,404	49,611	50,849	52,087	55,925	57,163	58,401	59,639	18
24	49,673	50,973	52,273	53,573	57,627	58,927	60,227	61,496	24

APPENDIX B

TIFFIN CITY SCHOOLS
SALARY SCHEDULE INDEX

EXP	B.A.	9	150 Hrs/ or +18	30	M.A.	9	18	30	EXP
0	1.00000	1.01300	1.02700	1.04000	1.06700	1.08100	1.09400	1.10800	0
1	1.04200	1.05700	1.07300	1.08800	1.12200	1.13800	1.15300	1.16800	1
2	1.08300	1.10100	1.11800	1.13600	1.17700	1.19400	1.21200	1.22900	2
3	1.12500	1.14500	1.16400	1.18300	1.23200	1.25100	1.27000	1.29000	3
4	1.16700	1.18800	1.21000	1.23100	1.28700	1.30800	1.32900	1.35000	4
5	1.20900	1.23200	1.25500	1.27800	1.34100	1.36500	1.38800	1.41100	5
6	1.26100	1.28700	1.31200	1.33800	1.41000	1.43600	1.46100	1.48700	6
7	1.30300	1.33000	1.35800	1.38500	1.46500	1.49200	1.52000	1.54700	7
8	1.34400	1.37400	1.40400	1.43300	1.51900	1.54900	1.57900	1.60800	8
9	1.38600	1.41800	1.44900	1.48100	1.57400	1.60600	1.63700	1.66900	9
10	1.42800	1.46100	1.49500	1.52800	1.62900	1.66300	1.69600	1.72900	10
11	1.47000	1.50500	1.54000	1.57600	1.68400	1.71900	1.75500	1.79000	11
12	1.52200	1.56000	1.59800	1.63500	1.75200	1.79000	1.82800	1.86600	12
18	1.56400	1.60300	1.64300	1.68300	1.80700	1.84700	1.88700	1.92700	18
24	1.60500	1.64700	1.68900	1.73100	1.86200	1.90400	1.94600	1.98700	24

APPENDIX C

EXTRACURRICULAR SALARY SCHEDULE
2011-2013

ACTIVITY	PERCENT	30,949	33,518	36,117	39,027	41,595
		1st year	2nd year	3rd year	5th year	10th year
ATHLETICS						
Baseball, Head Varsity	12.00%	3,714	4,022	4,334	4,683	4,991
Baseball, Assistant Varsity	8.00%	2,476	2,681	2,889	3,122	3,328
Basketball, Head Varsity Boys'	18.00%	5,571	6,033	6,501	7,025	7,487
Basketball, Assistant Varsity Boys' (2)	12.00%	3,714	4,022	4,334	4,683	4,991
Basketball, Ninth Grade Boys'	9.00%	2,785	3,017	3,251	3,512	3,744
Basketball, Eighth Grade Boys'	6.25%	1,934	2,095	2,257	2,439	2,600
Basketball, Seventh Grade Boys'	6.25%	1,934	2,095	2,257	2,439	2,600
Basketball, Head Varsity Girls'	18.00%	5,571	6,033	6,501	7,025	7,487
Basketball, Assistant Varsity Girls' (2)	12.00%	3,714	4,022	4,334	4,683	4,991
Basketball, Ninth Grade Girls'	9.00%	2,785	3,017	3,251	3,512	3,744
Basketball, Eighth Grade Girls'	6.25%	1,934	2,095	2,257	2,439	2,600
Basketball, Seventh Grade Girls'	6.25%	1,934	2,095	2,257	2,439	2,600
Cheerleading, Varsity/Jr. Varsity (Fall)	4.00%	1,238	1,341	1,445	1,561	1,664
Cheerleading, Varsity/Jr. Varsity (Winter)	4.00%	1,238	1,341	1,445	1,561	1,664
Cheerleading, Ninth Grade (Fall & Winter)	5.00%	1,547	1,676	1,806	1,951	2,080
Cheerleading, Eighth Grade (Fall & Winter)	5.00%	1,547	1,676	1,806	1,951	2,080
Cheerleading, Seventh Grade (Fall & Winter)	5.00%	1,547	1,676	1,806	1,951	2,080
Cross Country, Head Varsity Boys'	8.50%	2,631	2,849	3,070	3,317	3,536
Cross Country, Head Varsity Girls'	8.50%	2,631	2,849	3,070	3,317	3,536
Cross Country, Seventh/Eighth Boys' & Girls'	4.50%	1,393	1,508	1,625	1,756	1,872
Football, Head Varsity	18.00%	5,571	6,033	6,501	7,025	7,487
Football, Assistant Varsity (5)	12.00%	3,714	4,022	4,334	4,683	4,991
Football, Ninth Grade (2)	9.00%	2,785	3,017	3,251	3,512	3,744
Football, Seventh/Eighth Grade (2)	7.50%	2,321	2,514	2,709	2,927	3,120
Golf, Varsity	8.00%	2,476	2,681	2,889	3,122	3,328
Soccer, Head Varsity	9.00%	2,785	3,017	3,251	3,512	3,744
Soccer, Assistant Varsity	6.00%	1,857	2,011	2,167	2,342	2,496
Softball, Head Varsity	12.00%	3,714	4,022	4,334	4,683	4,991
Softball, Assistant Varsity	8.00%	2,476	2,681	2,889	3,122	3,328
Swimming, Head Varsity	9.00%	2,785	3,017	3,251	3,512	3,744
Swimming, Assistant Varsity	6.00%	1,857	2,011	2,167	2,342	2,496

EXTRACURRICULAR SALARY SCHEDULE
2011-2013

ACTIVITY	PERCENT	30,949	33,518	36,117	39,027	41,595
		1st year	2nd year	3rd year	5th year	10th year
Tennis, Head Varsity Boys'	9.00%	2,785	3,017	3,251	3,512	3,744
Tennis, Head Varsity Girls'	9.00%	2,785	3,017	3,251	3,512	3,744
Ticket Manager	10.00%	3,095	3,352	3,612	3,903	4,160
Track, Head Varsity Boys'	12.00%	3,714	4,022	4,334	4,683	4,991
Track, Assistant Varsity Boys'	8.00%	2,476	2,681	2,889	3,122	3,328
Track, Head Varsity Girls'	12.00%	3,714	4,022	4,334	4,683	4,991
Track, Assistant Varsity Girls'	8.00%	2,476	2,681	2,889	3,122	3,328
Track, Assistant Varsity Boys/Girls'	8.00%	2,476	2,681	2,889	3,122	3,328
TMS Track, Head Boys	7.00%	2,166	2,346	2,528	2,732	2,912
TMS Track, Head Girls	7.00%	2,166	2,346	2,528	2,732	2,912
TMS Track, Assistant Boys	5.00%	1,547	1,676	1,806	1,951	2,080
TMS Track, Assistant Girls	5.00%	1,547	1,676	1,806	1,951	2,080
TMS Track, Assistant Boys/Girls	5.00%	1,547	1,676	1,806	1,951	2,080
Volleyball, Head Varsity	12.00%	3,714	4,022	4,334	4,683	4,991
Volleyball, Assistant Varsity	8.00%	2,476	2,681	2,889	3,122	3,328
Volleyball, Ninth Grade Girls'	6.00%	1,857	2,011	2,167	2,342	2,496
Volleyball, Eighth Grade Girls'	6.00%	1,857	2,011	2,167	2,342	2,496
Volleyball, Seventh Grade Girls'	6.00%	1,857	2,011	2,167	2,342	2,496
Weight Room Supervisor (Fall)	3.00%	928	1,006	1,084	1,171	1,248
Weight Room Supervisor (Winter)	3.00%	928	1,006	1,084	1,171	1,248
Weight Room Supervisor (Spring)	3.00%	928	1,006	1,084	1,171	1,248
Wrestling, Head Varsity	14.00%	4,333	4,693	5,056	5,464	5,823
Wrestling, Assistant Varsity (2)	8.50%	2,631	2,849	3,070	3,317	3,536
Wrestling, Seventh/Eighth Grade	7.50%	2,321	2,514	2,709	2,927	3,120
MUSIC CO-CURRICULAR						
Choristers	7.00%	2,166	2,346	2,528	2,732	2,912
Flag Squad	5.00%	1,547	1,676	1,806	1,951	2,080
Marching Band Director	14.00%	4,333	4,693	5,056	5,464	5,823
Marching Band, Assistant Director	9.00%	2,785	3,017	3,251	3,512	3,744

EXTRACURRICULAR SALARY SCHEDULE
2011-2013

ACTIVITY	PERCENT	30,949	33,518	36,117	39,027	41,595
		1st year	2nd year	3rd year	5th year	10th year
Marching Band Director, Eighth Grade	7.00%	2,166	2,346	2,528	2,732	2,912
Pep Band	2.00%	619	670	722	781	832
Jazz Band	2.00%	619	670	722	781	832
Spring Musical Director	7.00%	2,166	2,346	2,528	2,732	2,912
Spring Musical, Assistant Director	3.50%	1,083	1,173	1,264	1,366	1,456
Spring Musical, Music Director	3.50%	1,083	1,173	1,264	1,366	1,456
Spring Musical, Technical Director/Choreographer	2.00%	619	670	722	781	832
CLUBS/ORGANIZATIONS						
Academic Competition Sponsor	6.00%	1,857	2,011	2,167	2,342	2,496
Blue & Gold Finance	3.00%	928	1,006	1,084	1,171	1,248
Blue & Gold Productions	6.00%	1,857	2,011	2,167	2,342	2,496
Detention, High School	7.00%	2,166	2,346	2,528	2,732	2,912
Detention, Middle School	7.00%	2,166	2,346	2,528	2,732	2,912
Elementary Library Aide Supervisor	5.00%	1,547	1,676	1,806	1,951	2,080
Junior Class Advisor	1.00%	309	335	361	390	416
National Honor Society	5.00%	1,547	1,676	1,806	1,951	2,080
SADD	1.00%	309	335	361	390	416
Student Council, High School	7.00%	2,166	2,346	2,528	2,732	2,912
Student Council, Middle School	7.00%	2,166	2,346	2,528	2,732	2,912
Tiffinian	6.00%	1,857	2,011	2,167	2,342	2,496
TV Lab, Middle School	1.00%	309	335	361	390	416
Yearbook, Middle School	6.00%	1,857	2,011	2,167	2,342	2,496

ACT Supervisor shall be paid at the Tutor Rate of Pay.

The Board shall pay the advisor's annual membership in a professional organization which sponsors Board/Superintendent approved contests or activities which require an advisor's membership in that sponsoring professional organization. The membership reimbursement will not exceed a total of one hundred dollars (\$100) per year per advisor.

If the Board does not provide transportation, the Board shall pay the current approved mileage rate to school personnel serving as the advisor for the Board/Superintendent approved contests or activities in which students are participating. The yearly total amount of mileage reimbursement will not exceed two hundred twenty-four dollars (\$224) per advisor with written authorization to use his/her personal vehicle.

All personnel holding a supplemental contract shall receive a job description, if available, which defines the responsibilities and expectations of the job.

GRIEVANCE FORM

GRIEVANCE # _____

NAME OF GRIEVANT _____

BUILDING _____

A. STATEMENT OF GRIEVANCE: (ADDITIONAL INFORMATION MAY BE ATTACHED IF NEEDED)

B. IDENTIFY CONTRACT PROVISION VIOLATED, MISINTERPRETED, OR MISAPPLIED:

C. RELIEF SOUGHT:

SIGNATURE OF AGGRIEVED

DATE

SIGNATURE OF P.R. & R. CHAIRMAN

DATE

STEP ONE

APPROPRIATE SUPERVISOR _____

DATE FILED _____

DISPOSITION OF SUPERVISOR:

SIGNATURE OF SUPERVISOR

DATE

STEP TWO

DATE FILED _____

DISPOSITION OF SUPERINTENDENT:

SIGNATURE OF SUPERINTENDENT

DATE

STEP THREE

DATE FILED _____

DISPOSITION OF BOARD:

SIGNATURE OF BOARD PRESIDENT

DATE

APPEAL TO ARBITRATION

DATE FILED _____

SIGNATURE OF P.R. & R. CHAIRMAN

**TIFFIN CITY SCHOOLS
PERSONAL LEAVE (PL) REQUEST**

Each full-time teacher will be granted three (3) days of personal leave per year with no loss of compensation. Requests must be submitted in writing to the building principal or supervisor one (1) week in advance of the desired date for approval of personal leave. The principal or supervisor has authority to approve the request consistent with the provisions of this Section. Except as otherwise provided in the immediately following paragraphs of this Section, approval will not be withheld. In an emergency where advanced written notice is not possible, the teacher shall immediately telephone and notify the administrator of the need and reason to request emergency personal leave, which will be charged against personal leave, if available, or treated as a dock day under Section G of this Article.

Requests for personal days may be made for any contracted day of the school year with the following exceptions with respect to which a personal day may be taken only with approval of the principal or supervisor:

1. First and last day of school for students
2. Parent/teacher conference days
3. Teacher meeting work days
4. The regularly scheduled work day immediately preceding and the regularly scheduled work day immediately following a holiday or break period (e.g., the winter and spring break) in the school calendar.
5. The above exceptions will not be applied in the event of a declared Level 3 emergency that precludes the teacher from getting to work or comparable natural disaster.

Requests for personal days August through April will be approved up to a daily maximum of fifteen percent (15%) of a building staff [minimum of two (2)]. Requests for personal days in May will be approved up to a daily maximum of five percent (5%) of a building staff [at least one (1) per building]. Requests will be honored on a first come, first served basis.

NAME _____

SCHOOL _____

DATE TO BE ABSENT _____

DATE THIS FORM COMPLETED _____

APPLICANT'S SIGNATURE _____

PRINCIPAL/SUPERVISOR'S SIGNATURE _____

TRANSFER REQUEST FORM
TIFFIN CITY SCHOOLS

_____ Date

_____ Name

_____ Current Building of Employment

_____ Current Grade Level or Subject Area

_____ Certification Area

CHECK HERE IF THIS REQUEST IS CONFIDENTIAL.

I would like to be considered for a transfer to the following buildings for the next school year (circle all that apply):

- | | | |
|------------|-----------|--------------------|
| Clinton | Lincoln | Tiffin Middle |
| Krout | Noble | Tiffin Junior High |
| Washington | Columbian | |

I would like to be considered for a transfer to the following grade levels or subject area:

Please return to the **Director of Instruction/Personnel**
at the Administration Office by **May 1, 20__**.

Tiffin City Schools – Teacher Evaluation Instrument

Adoption Date: May 26, 2009

Teacher:				School:							
Evaluator:				Position:							
Observation #1		Date:		Time:		Observation #2		Date:		Time:	
Lesson:						Lesson:					
Commendable	Satisfactory	Unsatisfactory	Not Observed	<p>Commendable – highly accomplished, contributes to the field.</p> <p>Satisfactory – clearly understands domains; implements instruction well.</p> <p>Unsatisfactory – noted deficiencies warrant improvement.</p> <p>Not observed – skill, technique, etc. was not observed during the observation period. Use of this item code does not imply a negative, or positive judgment on the part of the observer.</p>				COMMENTS and/or RECOMMENDATIONS			
DOMAIN A: ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING											
				1. Becoming familiar with relevant aspects of students' background knowledge and experiences							
				2. Articulating clear learning goals for the lesson that are appropriate to the students							
				3. Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future							
				4. Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson							
				5. Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson							
DOMAIN B: CREATING AN ENVIRONMENT FOR STUDENT LEARNING											
				1. Creating a climate that promotes fairness							
				2. Establishing and maintaining rapport with students							
				3. Communicating challenging learning expectations to each student							
				4. Establishing and maintaining consistent standards of classroom behavior							
				5. Making the physical environment as safe and conducive to learning as possible							

Commendable	Satisfactory	Unsatisfactory	Not Observed	<p>Commendable – highly accomplished, contributes to the field.</p> <p>Satisfactory – clearly understands domains; implements instruction well.</p> <p>Unsatisfactory – noted deficiencies warrant improvement.</p> <p>Not observed – skill, technique, etc. was not observed during the observation period. Use of this item code does not imply a negative, or positive judgment on the part of the observer.</p>	COMMENTS and/or RECOMMENDATIONS
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DOMAIN C: TEACHING FOR STUDENT LEARNING

				1. Making learning goals and instructional procedures clear to students	
				2. Making content comprehensible to students	
				3. Encouraging students to extend their thinking	
				4. Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands	
				5. Using instructional time effectively	

DOMAIN D: TEACHER PROFESSIONALISM

				1. Reflecting on the extent to which the learning goals were met	
				2. Demonstrating a sense of efficacy	
				3. Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students	
				4. Communicating with parents or guardians about student learning	

EVALUATOR'S COMMENTS:

You are advised your teaching contract is is not in jeopardy.

SIGNATURE OF EVALUATOR:	DATE:	Improvement Plan: <input type="radio"/> YES <input type="radio"/> NO
SIGNATURE OF TEACHER:	DATE:	Attachment: <input type="radio"/> YES <input type="radio"/> NO

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 state your concern in writing to the evaluator.

TIFFIN CITY SCHOOLS

Medical Benefits

Plan Type	80/20 Plan		High Deductible Plan	
	Network Benefits	Out of Network Benefits	In Network Benefits	Out of Network Benefits
Waiting Period and Eligibility	First day of the month following date of hire		First day of the month following date of hire	
Dependents covered	Spouse, children to age 19 or 25 if full time students		Spouse, children to age 19 or 23 if full time students	
Deductible *	\$250	\$250	\$1,000 with no cross application	\$5,000 with no cross application
Family Deductible *	\$500	\$500	\$2,000 with no cross application	n/a
Out-of-Pocket Limits (excl. deductible)	\$750/\$1,500 cross applied, including co-pays	\$1,500/\$3,000 cross applied	\$5,000 per person with no cross application	\$5,000 per person with no cross application
Lifetime Benefits	\$1,500,000		\$2,000,000, cross applied	
Coinsurance Levels	90% at Tiffin Mercy, 80% at other PPO hospitals	70%	70% up to OOPL, then 100%	50% up to OOPL, then 100%
Pre-Admission Notification	Required for all non-emergency hospital admissions, otherwise 20% penalty applied		Required for all non-emergency hospital admissions, otherwise 20% penalty applied	
Inpatient	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL	50% after ded. to OOPL
Inpatient Mental Nervous/Sub. Abuse	90% or 80% after ded. to OOPL with annual max. of \$1,000 and lifetime max. of \$50,000, incl. outpatient treatment	70% after ded. to OOPL with annual max. of \$1,000 and lifetime max. of \$50,000, incl. outpatient treatment	70% after ded. to OOPL	50% after ded. to OOPL, subj. to annual limit of 15 days cross applied
Surgery	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL	50% after ded. to OOPL including SSO
Emergency Room Visit	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL, after \$100 co-payment	70% after ded. to OOPL
Physician Office Visit	\$10 co-pay, then 100% with no ded.	70% after ded., to OOPL	\$30 co-pay, then 100% with no ded.	50% after ded. to OOPL
Specialist Office Visit	\$10 co-pay, then 100% with no ded.	70% after ded., to OOPL	\$30 co-pay, then 100% with no ded.	50% after ded. to OOPL
Diagnostic Lab & X-ray	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL	50% after ded. to OOPL
Radiotherapy	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL	50% after ded. to OOPL
Speech Therapy	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL	50% after ded. to OOPL
Outpatient Physical Therapy	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL, limited to 20 annual visits cross applied	50% after ded. to OOPL, limited to 10 annual visits cross applied
Outpat. Inhalation Therapy	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL	50% after ded. to OOPL
Chemotherapy	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL	50% after ded. to OOPL
Outpatient Cardiac	90% or 80% after ded., to OOPL	70% after ded., to OOPL	70% after ded. to OOPL	50% after ded. to OOPL

TIFFIN CITY SCHOOLS

Medical Benefits

Plan Type	80/20 Plan		High Deductible Plan	
	Network Benefits	Out of Network Benefits	Network Benefits	Out of Network Benefits
Outpatient Mental Nervous	50% after ded., subj. to max. annual benefits of \$10,000	50% after ded., subj. to max. annual benefits of \$10,000	70% after ded. to OOPL, limited to 20 annual visits, cross applied	50% after ded. to OOPL, limited to 10 annual visits, cross applied
Outpatient Substance Abuse	50% after ded., subj. to max. annual benefits of \$10,000	50% after ded., subj. to max. annual benefits of \$10,000	70% after ded. to OOPL, limited to 20 annual visits, cross applied	50% after ded. to OOPL, limited to 10 annual visits, cross applied
Outpatient Accident	90% or 80% after ded., to OOPL	70% after ded. to OOPL	70% after ded. to OOPL	50% after ded. to OOPL
Voluntary Sterilization	90% or 80% after ded., to OOPL	70% after ded. to OOPL	Not covered	Not covered
Ambulance	90% or 80% after ded., to OOPL	70% after ded. to OOPL	70% after ded. to OOPL	80% after ded. to OOPL
Home Health Care	90% or 80% after ded., to OOPL, limited to 100 annual visits	70% after ded. to OOPL, limited to 100 annual visits	70% after ded. to OOPL	Not covered
Durable Medical Equipment	90% or 80% after ded., to OOPL	70% after ded. to OOPL	70% after ded. to OOPL	50% after ded. to OOPL
Temporomandibular Joint Dysfunction	90% or 80% after ded., to OOPL	70% after ded. to OOPL	Not covered	Not covered
Skilled Nursing Facility	90% or 80% after ded., to OOPL	70% after ded. to OOPL	70% after ded. to OOPL, limited to 30 days annually, cross applied	Not covered
Hospice	90% or 80% after ded., to OOPL	70% after ded. to OOPL	70% after ded. to OOPL, limited to 100 days annually, cross applied	50% after ded. to OOPL, limited to 50 days annually, cross applied
Chiropractic Services	90% or 80% after ded. to OOPL, limited to \$1,000 annual max.	70% after ded., to OOPL, limited to \$1,000 annual max.	70% after ded. to OOPL, limited to 10 annual visits, cross applied	50% after ded. to OOPL, limited to 5 annual visits, cross applied
Abortion	90% or 80% after ded., to OOPL	70% after ded. to OOPL	Not covered	Not covered
Well Child Preventative	100% with no ded. for well child care and immunizations to age 18	Not covered	100% with no ded. for well child care and immunizations to age 18	Not covered
Adult Preventative Care	100% with no ded. with max. annual benefit schedule	Not covered	100% with no ded. with max. annual benefit schedule	Not covered
Mammography	100% with no ded.	Not covered	100% with no ded.	Not covered
Pap Smear	100% with no ded.	Not covered	100% with no ded.	Not covered
Prescription Drugs & Mail Order	90% coverage provided for generics and 80% coverage provided for non-generic drugs		70% Drug Card with no deductible, includes Mail Order drugs	

Special Provisions

The new option does not include a three-month deductible carryover provision.
 The new option coordinates benefits under non-duplication of coverage guidelines.



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.

September 8, 2011

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Dear Board Members:

Please be advised that the Tiffin Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Tiffin Board of Education have successfully completed negotiations and ratified a new collective bargaining agreement. A copy of the agreement is enclosed.

Also enclosed is a copy of this letter. Please time/date stamp the copy and return it to our office in the self-addressed, stamped envelope provided.

Thank you for your assistance.

Sincerely,

Sam Radel
OEA Labor Relations Consultant

SR/pa

Enclosures

STATE EMPLOYMENT
RELATIONS BOARD
2011 SEP 12 P 1:20

