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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

BETWEEN

THE FRANKLIN MONROE BOARD OF EDUCATION

AND

THE FRANKLIN MONROE EDUCATION ASSOCIATION

Effective

July 1, 2012

Through

June 30, 2015

50

TABLE OF CONTENTS

	PAGE
ARTICLE 1 - GENERAL	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 - ASSOCIATION RIGHTS	2
ARTICLE 4 - NON-DISCRIMINATION	3
ARTICLE 5 - ADMINISTRATION-STAFF COMMUNICATION	3
ARTICLE 6 - PAYROLL DEDUCTIONS.....	4
ARTICLE 7 - GRIEVANCE PROCEDURE	5
ARTICLE 8 - SICK LEAVE	8
ARTICLE 9 - SICK LEAVE CONVERSION	9
ARTICLE 10 - PERSONAL LEAVE	11
ARTICLE 11 - ASSAULT LEAVE	12
ARTICLE 12 - JURY DUTY LEAVE.....	12
ARTICLE 13 - MILITARY LEAVE OF ABSENCE	13
ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY	13
ARTICLE 15 - FAMILY AND MEDICAL LEAVE.....	13
ARTICLE 16 - PROFESSIONAL MEETING ATTENDANCE	15
ARTICLE 17 - STAFF DEVELOPMENT.....	16
ARTICLE 18 - TRANSFERS, VACANCIES AND PROMOTIONS	17
ARTICLE 19 - PERSONNEL RECORDS	18
ARTICLE 20 - CONTRACTS.....	18
ARTICLE 21 - DISCIPLINE	20
ARTICLE 22 - JOB DESCRIPTIONS	20
ARTICLE 23 - SALARY SCHEDULES	21

TABLE OF CONTENTS (Continued)

	PAGE
ARTICLE 24 - STRS PICK-UP	21
ARTICLE 25 - INSURANCE	22
ARTICLE 26 - CITIZEN/PARENT COMPLAINT PROCEDURE.....	27
ARTICLE 27 - SCHOOL CALENDAR	27
ARTICLE 28 - FORMAL EVALUATION	27
ARTICLE 29 - REDUCTION IN FORCE	28
ARTICLE 30 - WORKING CONDITIONS.....	29
ARTICLE 31 - CLASS SIZE	29
ARTICLE 32 - MISCELLANEOUS	29
ARTICLE 33 - SAVINGS CLAUSE	30
ARTICLE 34 - IMPASSE	31
ARTICLE 35 - NO STRIKE/LOCKOUT	31
ARTICLE 36 - DURATION OF AGREEMENT	31
ADDENDUM A - BASE SALARY SCHEDULE	33
ADDENDUM B - ADVISOR SCHEDULE	34
ADDENDUM C - ATHLETIC EXTRA CURRICULAR SALARY SCHEDULE.....	35
ADDENDUM D - GRIEVANCE FORM	36
ADDENDUM E - APPLICATION FOR LEAVE	37
ADDENDUM F - STAFF DEVELOPMENT APPROVAL FORM	38
ADDENDUM H - BY-LAWS OF DARKE COUNTY SCHOOLS' PROFESSIONAL DEVELOPMENT COMMITTEE	39

ARTICLE 1

GENERAL

- A. Recognizing that providing a high quality education for the children of the Franklin Monroe School District is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:
1. The Franklin Monroe Board of Education, hereinafter referred to as the "Board," has the final responsibility of establishing policies for the District.
 2. The superintendent and his staff have the responsibility of carrying out the policies established.
 3. Except as set forth in this Agreement, the Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of Ohio and/or the United States, including but not limited to the management and control of the school properties, facilities, grades, and courses of study, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, as such rights existed prior to the execution of this or any other Agreement. The Board also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Franklin Monroe Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," to discuss matters of mutual concern during the term of this Agreement.
 4. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.
 5. The Board recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board and its certificated/licensed staff.
 6. This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete Agreement of all negotiated items that are in effect throughout the term of said Agreement. In addition, neither the Board nor the Association shall be obligated to negotiate on any item for the life of this Agreement, except as may be provided in this Agreement.

ARTICLE 2

RECOGNITION

- A. The Association is hereby recognized as the sole and exclusive representative for the regular full-time and regular part-time certificated/licensed instructional staff. The certificated/licensed instructional staff, as used herein, shall be limited to classroom teachers, special teachers (art, music, physical education, etc.), and guidance counselors.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Association shall be entitled to these exclusive rights:
1. Faculty lounge bulletin boards may be used for Association business.
 2. Announcements at the end of faculty meetings.
 3. Use of public address systems for Association announcements during non-student hours unless otherwise approved by the administration.
 4. Distribution of Association information to teachers may be made in appropriate teacher mailboxes.
 5. The Association shall receive an advance copy of the Board of Education meeting agenda. Whenever possible such agenda shall be available to the Association on Friday prior to the scheduled meeting. The Association shall also be entitled to receive copies of all financial documents released by the Board upon request. A representative of the Association shall be permitted to address the Board of Education as per the adopted procedure for public participation in Franklin Monroe Board meetings by submitting a request to the superintendent to be placed on the meeting agenda.
 6. The names and addresses of newly employed professional staff members shall be provided to the Association prior to the start of the school year.
 7. The Association may participate in the initial orientation meeting for new professional staff members.
 8. The Association shall be served by the Board's inter-school mail system, including computer generated e-mail, computer systems, and the Internet, pickup and delivery and use of individual school mailboxes.

9. The Association shall have the right to hold meetings within the school buildings with administrative approval and the completion of building permit forms at least seven (7) days prior to the event, unless otherwise waived by the administration. Such waiver shall not be unreasonably withheld.
10. The Association shall be provided with two (2) copies of Board policies, and said copies shall be placed in the teachers' workroom in each building. Any changes in Board policies shall be provided to the Association.
11. The Association shall be granted three (3) days of Association leave every school year. Such leave shall be at no loss or gain in pay. Notification for the use of such leave shall be given to the superintendent or his/her designee at least five (5) school days prior to taking the leave of absence.

ARTICLE 4

NON-DISCRIMINATION

- A. The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
- B. The Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, religion, age, sex, disability or political affiliation.
- C. The Board and Association recognize that academic freedom is essential to student learning. Academic freedom is the right of the learner and teacher to explore and present divergent points of view.

ARTICLE 5

ADMINISTRATION-STAFF COMMUNICATION

- A. Association-Administration Committee -- In the interests of sound contract administration and bilateral communication, a joint committee composed of the Association president and a representative from each building appointed in September of each school year, and the superintendent and respective principals, will convene at the request of either party to discuss subjects of concern to either party.

Association representatives and building principals will meet as needed prior to district-wide meetings in an attempt to resolve issues at the lowest possible level. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The party calling said

meeting shall submit an agenda of the meeting. The meetings shall be alternately chaired by the parties and said meetings shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed thereafter to all meeting participants.

- B. Non-contractual Concerns -- Non-contractual concerns of staff shall be addressed as follows:
1. After consultation with an Association representative, the staff member shall seek resolution with the appropriate administrator.
 2. If the concern is not resolved to the satisfaction of the affected staff member, s/he may request that the issue be addressed at the next Association-Administration Committee meeting.

ARTICLE 6

PAYROLL DEDUCTIONS

- A. Deductions without costs for teachers shall be made from each paycheck for the following:
1. Federal income tax.
 2. Ohio income tax.
 3. City income tax, if any.
 4. Ohio State Teachers Retirement System.
 5. School District income tax, if any.
- B. Optional deductions may include:
1. Approved tax sheltered annuities.
 2. The regular periodic dues of the United Teaching Profession (FMEA, WOE, OEA, NEA), hereinafter "UTP."
 3. Credit Union for school employees. Changes in deductions may occur in September, December, March and June.
 4. EPAC - Educator's Political Action Committee - to be deducted in the same manner as UTP deductions.

- C. UTP dues shall be deducted from those teachers who individually and voluntarily authorize such deduction and turn over such authorization to the treasurer. Deductions shall be in equal amounts, shall begin with the first paycheck in October and be made over twenty (20) pay periods of each school year. Any amounts withheld hereunder shall be transmitted to the Association within five (5) work days following the close of the month in which deductions were withheld. Authorizations shall be continuously in effect unless revoked by the teacher.

Authorizations and the amount to be deducted for the start of the school year shall be submitted to the treasurer by the beginning of the third (3rd) full week in September.

The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.

A representative of the Association shall have access at reasonable times to the record of authorization and cancellations kept by the treasurer.

- D. Employees can arrange for their payroll checks to be electronically transferred to the employee's bank or credit union. Teachers on electronic transfer shall receive a paycheck stub which will, among other things, indicate the deductions made and the accumulated sick leave credits.

ARTICLE 7

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint of an employee or the Association involving the alleged violation of a provision(s) of this Agreement.
2. A grievance shall mean the Association, a person or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
3. No grievance may be filed concerning a matter, which may be made the subject of a charge with a state or federal agency.
4. Any action by the Board to terminate, renew or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.

B. Procedure

Step I - Informal Procedure

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within ten (10) days after the grievant knows or should have known the act or conditions on which the grievance is based. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

Step II - Formal Procedure

If a satisfactory solution is not affected, the aggrieved party shall present his/her written grievance to the principal or immediate supervisor within five (5) days after the informal hearing. The principal or immediate supervisor shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The principal or immediate supervisor shall advise or counsel the aggrieved party and shall hold a meeting and shall provide a written answer to the grievance and forward it to the concerned parties within five (5) days from the time of the hearing.

Step III - Superintendent

If a satisfactory solution is not affected, the Association shall invoke Step III in writing and present same to the superintendent within five (5) days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The superintendent shall decide whether to personally handle this step of the grievance or delegate responsibility within five (5) days of receipt of the grievance. The superintendent or his/her designee shall provide a written answer to the grievance and forward to the concerned parties within five (5) work days from the time of the hearing.

Step IV - Advisory Arbitration

If the action taken in Step III by the superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the superintendent or his/her designee within five (5) days, the Association may notify the Board in writing of its intent to submit the grievance to advisory arbitration. Any failure to invoke Step IV within ten (10) days of the receipt of the Step III answer will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

Upon receipt of the notice of intent to submit the grievance to advisory arbitration, the parties, within ten (10) days thereafter shall submit a request to the American Arbitration Association to provide the parties with a panel of seven (7) arbitrators with selection to be made in accordance with the Voluntary Rules of the American Arbitration

Association. The Board and the Association shall equally share the fees and expenses of the arbitration proceeding. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall review the grievance and submit his/her decision to the parties not less than thirty (30) days after the close of the hearing. The arbitrator's decision shall be advisory to all parties. The arbitrator shall not have the power to alter, add to, subtract from, or modify the terms of this Agreement. All issues of procedural arbitrability will be heard and decided by the arbitrator prior to hearing the substantive issues or merits of a grievance.

The Board shall take necessary action within two (2) regularly scheduled Board meetings after receipt of the arbitrator's decision. No further action may be taken on the matter after thirty (30) days of the Board's action, unless otherwise provided by law.

C. Miscellaneous Provisions

1. A grievance may be withdrawn at any level without prejudice or record.
2. If the teacher and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
3. If the administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step.
4. There will be no reprisals taken against any participant in the grievance procedure by reasons of such participation.
5. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to affect a satisfactory resolution to the problem.
6. Any time limits or steps herein before set forth may be waived by the mutual written consent of the parties.
7. The aggrieved may be represented by an Association representative of his/her choice at any step of the grievance procedure.

ARTICLE 8

SICK LEAVE

A. Accumulation

All full-time employees shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred forty (240) work days.

B. Uses of Sick Leave

1. For absences due to personal illness, pregnancy, recovery from childbirth, injury or injury due to assault as set forth in the Assault Leave Article, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury or death in the employee's immediate family.

Employees may use sick leave for any disabling disability caused by pregnancy or childbirth, provided she is on active pay status at the time the disability occurs. Certification that the pregnancy or childbirth has produced disabling complications must be provided by her physician. The certification must state the nature of the disabling condition along with an estimate of the length of time the teacher will be disabled.

The immediate family shall be defined as the teacher's mother, father, husband, wife, child (including step or foster parent or child) or other blood relative living as a permanent resident of the teacher's household. (The "living as a permanent resident of the teacher's household" applies only to the "other blood relative.")

2. To attend the funeral of a near relative. A near relative shall be defined as the teacher's grandparents, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, grandchild, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or first cousin. This leave shall be limited to up to seven (7) consecutive days per occurrence.
3. To attend the funeral of a relative other than a near relative. This leave shall be limited to one (1) day. Up to one (1) additional day chargeable to sick leave may be granted under this paragraph at the discretion of the superintendent and if the travel distance to the funeral is a distance of two hundred (200) miles or more, one way. Distance shall be calculated from the employee's current official residence as is on record in the central office to the residence of the deceased relative. Proof of such distance shall be the responsibility of the employee.

C. Responsibility

All employees shall be responsible for notifying their building principal according to established procedures of each building when sick leave is to be used under the above provision. Failure to notify the appropriate person is grounds for denial of benefits. The Board shall require an employee to complete a sick leave application within three (3) days of the commencement of such leave or as soon as practical thereafter. Where there is evidence of habitual or excessive absences, the Board may require the employee to present a doctor's explanation of the illness or injury that necessitates the absence. Such requirements must be told to the employee at or prior to the time application for leave is made hereunder. Evidence of an employee's ability to return to work may also be required where there is evidence that an employee may not be able to perform the full duties of his/her position.

D. False Claim

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for administrative action, suspension or dismissal of the employee.

E. Should an employee deplete his/her sick leave during May or June of any school year and still need sick leave, the Board agrees to advance the employee 3.75 days (sick leave accumulation for June, July and August.).

F. If an employee exhausts all paid leave and is unable to return to work due to the reasons set forth in Paragraph B of this article, the superintendent may grant additional unpaid leave, not to exceed six (6) months.

G. Transfer of Sick Leave Credit

If the Board hires a teacher who previously worked for another public agency and had accumulated unused sick leave at the time of separation from the public agency, the Board will transfer such unused sick leave balance to the teacher's credit, up to a maximum accumulation of two hundred forty (240) work days, provided that the teacher is hired by the Board within fifteen (15) years of the date of the last termination from public service.

ARTICLE 9

SICK LEAVE CONVERSION

A. General

Pursuant to §124.391, Revised Code of Ohio, the following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of an employee covered hereunder.

B. Employees Eligible for Conversion

"Employee" as used in this article is defined as any employee who:

1. Has been employed by the Board continuously for a period of at least two (2) years prior to the date of retirement.
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio.
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio and has had an application approved by the applicable retirement system.
4. Retires from the employ of the Board after the effective date of this Agreement.

C. Conversion Factor

All sick leave accumulated by the employee up to the accumulation set forth in Article 7, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave converted subject to the following:

The maximum number of days paid as conversion under this article shall be 60 days.

D. Miscellaneous

1. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee, and shall be paid at the time the employee receives his/her final paycheck.

E. In the event of the death of an employee covered hereunder who is otherwise eligible for severance pay, such employee shall be deemed to have made application for severance pay. Payment of the severance pay shall be made to the employee's estate and shall be released to the qualified appointed executor or administrator of the employee's estate.

F. The board will sponsor and implement a Section 403(b) Plan which will allow retiring members in the "Covered Group" to tax shelter their severance pay. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program. For retirees as of April 18, 2005, and after, members of the "Covered Group" will have their severance pay deposited into the Section 403(b) Plan sponsored by the Board. Any amounts of money exceeding the current annual 415 limit for the Section 403(b) Plan will have additional monies paid into the Section 403(b) Plan at the maximum contribution level allowed by Section 415 for up to 5 years beyond retirement until all monies are paid out. Future contributions will be made in January of each year following retirement.

ARTICLE 10

PERSONAL LEAVE

- A. Subject to the conditions set forth herein, all employees covered hereunder shall be eligible to receive up to three (3) non-cumulative days of personal leave each school year, such personal leave to be compensated at the employee's regular daily rate of base compensation for each regular work day off work on approved personal leave. Such payment shall be exclusive of any applicable supplemental pay.
- B. The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which an employee may be entitled and shall not be charged against any sick leave accumulation which may have accrued.
- C. Any unused personal leave day shall not be carried as an accumulation beyond the school year in which earned.
- D. Such personal leave must be taken in either one-half or whole day increments
- E. Except in a case of an emergency which prevents the employee from securing advance approval, or in the case of severe snow storms delaying arrival at work, employees desiring to take personal leave must submit an application for such leave, at least two (2) work days in advance of the day desired off, to the applicable principal and such principal should indicate on the application his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half or one day segments.
- F. Except for emergency absence, as defined in Paragraph E, personal leave may not be taken:
 - 1. On the last work day before or the first work day after any holiday or other absence day.
 - 2. On the last work day before or the first work day after any approved vacation.
 - 3. During the ten (10) calendar days immediately prior and the ten (10) calendar day period immediately after the opening or closing days of any school year.
 - 4. When ten percent (10%) of the staff of any school building on any given date is absent.
 - 5. Under extenuating circumstances, the superintendent may waive these restrictions and grant personal leave. Leave requests hereunder shall not be unreasonably denied.

ARTICLE 11

ASSAULT LEAVE

- A. The Board assures teachers that it will put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board in matters of discipline.
- B. All cases of physical threat or assault to teachers shall be immediately reported to the principal. The teacher and the principal shall cooperate with police and judicial authorities with respect to the decision to file criminal charges as well as in any subsequent judicial proceedings, if necessary. Teachers will receive time off with no loss in pay for time spent in judicial proceedings as requested by police or judicial officers.
- C. If a teacher suffers incapacitation from normal duties as a result of battery in performance of contractual duties, said teacher will be given up to ten (10) days of paid leave not chargeable to sick leave. Accumulated sick leave may be used for incapacitation beyond ten (10) days. Application shall be made for a determination of benefits pursuant to the Ohio Workers' Compensation Act as soon as possible.
- D. Proof of the need for such leave may be required.

ARTICLE 12

JURY DUTY LEAVE

- A. Full time teachers selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order, shall be paid the difference between the court payment and the regular earnings due such person.
- B. Leave shall be extended for only such time as is necessary for the jury duty and unless otherwise excused by the principal, such teacher is required to be at work during his/her normal work hours when he/she is not needed by the court.
- C. In the event a teacher appears as a witness on behalf of the Board or in a school-related matter when the teacher is subpoenaed and the Board is not a party to the action, the teacher shall not lose pay for the appearance time. All subpoenaed teachers shall immediately advise the principal of the receipt of any subpoena.
- D. Paid leave under this article shall be limited to fifteen (15) days in any school year.

ARTICLE 13

MILITARY LEAVE OF ABSENCE

- A. Any regular member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such members shall be reinstated into a position in the school system with full credit, including the annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made within 90 days after discharge.

The Board may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof, in accordance with §3319.17 of the Revised Code.

ARTICLE 14

LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay for three (3) days or less may be granted at the discretion of the superintendent. His/her approval or disapproval shall be final and not subject to appeal through the grievance procedure.

ARTICLE 15

FAMILY AND MEDICAL LEAVE

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the act will be provided to employees covered by this Agreement. Any alleged violations of the act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the act as provided by law.

- B. Eligibility

An employee must have one (1) year's service with the Franklin Monroe Local School District and the required hours of work to be eligible for benefits under the act.

- C. Leave Provisions

- 1. Each eligible employee is entitled to and shall be granted upon request a combined total of up to 12 weeks of unpaid leave per fiscal year to care for a new child or a sick child, parent or spouse, or to use the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as for a newborn child.

2. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
3. Eligible employees must substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.
4. Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement, if possible, or as much notice as possible, if less than thirty days.
5. Leave under the act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt his/her work unnecessarily.
6. At the time the individual learns that his/her situation requires an extended leave, the person will notify the superintendent of the need for extended leave. FMLA leave will start at that point, regardless of prior sick leave used.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this article to the same or equivalent position he/she occupied prior to the leave.
2. The Board shall continue to pay the Board contribution to the current medical insurance coverage for the employee while he/she is on leave under this article provided these insurances were in place for the employee at the time of the FMLA leave request.
3. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physician at the time of the leave request, at periodic intervals within the leave, and upon expected return to work of the employee as to the medical necessity for a leave under this article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position or that his/her presence is required to care for a seriously ill family member. This section shall be uniformly applied.

F. Return from Leave

If a teacher takes a leave under the FMLA which is to terminate within the last three weeks before the end of a school term, and the leave is of more than five weeks duration, the Board may require the teacher to remain on leave for the remainder of the term. However, the Board shall return this teacher to full pay and full benefits during the remainder of the term, even if all twelve weeks required by law have been used.

G. **Applicability of Other Paid Leave Benefits**

Employees with accrued but unused "paid time off" benefits must use such benefits before taking unpaid leave for absences which qualify under FMLA. Accrued "paid time off" benefits may only be used for FMLA purposes where the provisions of this Agreement permit their usage.

H. **Concurrent Designation of FMLA Leave with other Leave**

FMLA leave will be designated concurrently with any paid or unpaid leave used by the employee, if applicable, including absences during which the employee is on worker's compensation.

ARTICLE 16

PROFESSIONAL MEETING ATTENDANCE

- A. Employees covered hereunder are encouraged to apply for use of professional leave to attend conferences, meetings, workshops or school visitations. One conference or workshop may, at the discretion of the superintendent, be granted per year for the purpose of attending clinics in connection with coaching extracurricular duties or regular instructional duties. Additional days may be granted for exceptional situations at the discretion of the superintendent. Leave requests hereunder shall not be unreasonably denied.
- B. The Board will reimburse employees for actual expenses incurred subject to the maximums set forth below.
1. Travel - Rate of compensation for mileage shall be the IRS approved rate.
 2. Housing - Not to exceed \$75.00 per night. Employees are encouraged to share accommodations whenever possible.
 3. Meals - Not to exceed \$40.00 per day.
- C. Application must be made on the approved form with estimates of costs provided and be signed by the principal or supervisor and superintendent at least three (3) weeks in advance of the planned professional leave, unless otherwise waived by the superintendent.

All mileage and professional expenses shall be filed with the superintendent no later than the 15th day of the month following the month in which the expenses were incurred. The employee shall include receipts or bills for those expenditures for which he/she expects reimbursement.

ARTICLE 17

STAFF DEVELOPMENT and PROFESSIONAL DEVELOPMENT REQUIREMENTS of the NO CHILD LEFT BEHIND ACT

- A. Each teacher will be required to complete ten clock hours of staff development during the year. The stipulations for meeting this requirement are:
1. The completed hours shall take place during non-school hours and the board shall not be obligated to pay for professional development. If the board offers professional development hours and/or teachers receive stipends for professional development, the hours of such professional development activities shall be counted as professional development hours. However, these hours may not necessarily satisfy the "Professional Development" requirements of the No Child Left Behind Act (NCLB). Staff development approval may not be denied because the hours do not satisfy the "Professional Development" requirements of NCLB.
 2. Written approval of the appropriate administrator must be obtained prior to attending the in-service. Teachers are not required to provide verification of completion of approved staff development. They must complete the required form and submit it to their building principal.
 3. The hours for the current school year must take place between the last student day of the preceding school year and the last student day of the current school year. The buildings will not be open on WOE Day or the March in-service day; however, approved programs or in-service attended on WOE Day or the March in-service day will count toward the ten hours.
 4. The in-service hours must be used to enhance the teaching assignment.
 5. Regular semester/quarter hour courses will be approved. Ten clock hours within a course will satisfy the requirements for a school year. Because professional development hours are needed annually, teachers will be limited to "banking" a maximum of five hours per school year. Hours already approved and completed as of 5/3/04 will be grandfathered.
 6. Failure to complete the ten required in-service hours will result in a prorated dock in pay. Five hours of in-service will equal one day.
- B. **Professional Development Requirement of the No Child Left Behind Act (NCLB).**
1. Building principals are required to annually certify that their faculty members have participated in professional development activities that satisfy the requirements of NCLB.

- a. Building principals may require that teachers “sign in” to professional development activities for NCLB so that principals have written records of participation.
 - b. Building principals may ask teachers to complete the Teacher Questionnaire for NCLB professional development activities.
2. NCLB
- a. requires that professional development activities be sustained and ongoing.
 - b. does not permit participation in one-day workshops to count as professional development.
 - c. does not specify the number of hours of “highly qualified” professional development needed.
3. Participation in two (2) professional development activities annually that satisfy the guidelines of NCLB will be sufficient for faculty members to meet the professional development requirements of NCLB.
4. The administration of Franklin Monroe has agreed to provide two (2) two-hour professional development opportunities (early dismissal of students) annually and numerous professional development opportunities at regularly scheduled faculty meetings to satisfy the professional development requirements of NCLB.
- a. The early dismissal professional development opportunities may not be used to satisfy Article 17 of the negotiated agreement because the professional development will be presented within the school day.
 - b. The professional development opportunities provided at faculty meetings may be used to satisfy NCLB and Article 17 of the negotiated agreement, if faculty members have requested approval prior to the meeting according to the guidelines of Article 17.
 - c. Professional leave within the school day may also satisfy the professional development requirements of NCLB if it meets the guidelines of sustained and ongoing.
5. Teachers are encouraged to keep personal records of annual participation in all professional/staff development activities.

ARTICLE 18

TRANSFERS, VACANCIES AND PROMOTIONS

- A. Any request by an employee covered hereunder for a transfer to a different class, building or position shall be made in writing to the superintendent on or before March 1 of each calendar year. The transfer request shall set forth the reasons for requesting such a transfer. Seniority will be a consideration.
- B. Involuntary transfers may be made upon the recommendation of the superintendent and notification of the reasons for any such transfers shall be given to any persons so transferred.

- C. Whenever it is determined to fill a vacancy, notice of the vacancy(ies) shall be posted on the faculty bulletin boards for a period of five (5) work days. During the summer months, notice of the vacancy(ies) shall be sent out with payroll checks; however, the superintendent, with Board approval, may fill said position(s) without any obligation to notify the employees of the vacancy(ies).

ARTICLE 19

PERSONNEL RECORDS

- A. The only official personnel file for each teacher shall be maintained in the Central Office.
- B. Official personnel files will be open for inspection by the employee, Board members, appropriate administrative personnel and the authorized representative of the employee upon the receipt of written authorization from such employee. These files may be inspected and copies by the employee or his/her representative in the presence of the superintendent or his/her designee.
- C. When an administrator finds it necessary to place a negative item in the employee's file, the employee shall be notified of the item, afforded the opportunity to read the item and/or given a copy of said item. The employee shall acknowledge that he/she has read the item by affixing his/her signature on the document filed. If the employee refuses to sign the document, the administrator shall make notation on the document that the employee has indeed seen the document but has refused to sign. The employee shall have the right to answer the items and the answer shall be attached to the file copy.
- D. Any disciplinary actions older than five (5) years shall be deleted from the personnel file.
- E. No anonymous material shall be placed in an employee's personnel file.

ARTICLE 20

CONTRACTS

- A. Regular Contracts

Teachers hereunder shall be issued written contracts which shall include the following:

1. Name of teacher.
2. Name of school district and Board.
3. Type of contract - limited or continuing, and if limited, the dates the contract will run.
4. Compensation per salary schedule.

5. Provision for signature and date of signing by the teacher, board president and treasurer.

B. Sequence of Contracts

1. All teachers new to the district shall be granted a regular limited contract with duration of up to one (1) year.
2. After the expiration of the first regular teaching contract, the teacher shall be granted a second limited contract with a duration of one (1) year.
3. After the expiration of the second regular teaching contract, the teacher shall be granted a third regular limited contract with a duration of two (2) years and if that contract is successfully completed, an additional two (2) year regular teaching contract.
4. Thereafter, the teacher shall be issued three (3) year regular teaching contracts unless:
 - a. The teacher is granted a continuing contract, or,
 - b. The Board alters the sequence of limited contracts by offering up to two (2) additional one (1) year limited contracts prior to becoming eligible for the initial three (3) year limited contract.

C. Continuing Contract Eligibility

1. A teacher who expects to be eligible for continuing contract status in the succeeding school year and who further desires to be considered for a continuing contract by the Board for the succeeding school year shall give the superintendent or his/her designee written notice of such intent by September 15 for the current school year.
2. Before April 30, the superintendent will give the teacher written notice whether or not he/she intends to recommend a continuing contract. Any failure to make a recommendation for continuing contract status or any failure by the Board to grant continuing contract status shall not be made the subject of a grievance and shall not be processed as such.

D. Supplemental Contracts

Teachers who are employed and are to be compensated by the Board for approved supplemental duties (or extended time) in addition to regular teaching duties shall be employed on "supplemental contracts." A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

A supplemental position will not be filled if the Board determines there are insufficient numbers of student participants in an activity to warrant the activity being provided.

ARTICLE 21

DISCIPLINE

A. Disciplinary actions affecting an employee may include:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Contract termination

The teacher may be accompanied by an Association representative at any step other than an oral reprimand.

Contract non-renewal shall not be deemed to be a disciplinary action.

Where appropriate, disciplinary measures shall follow a progression.

Except for contract termination, appeals of disciplinary actions may be made through the Grievance Procedure. Contract termination appeals may be made through the procedures set forth in Ohio Revised Code §§3319.16 and 3319.161.

When the disciplinary action recommended by the administrator involves a suspension without pay, a recommendation for such action shall be made to the Board of Education and the Board of Education shall have the authority to sustain or modify the recommended action. This review by the Board shall occur before the matter may be appealed through the Grievance Procedure.

ARTICLE 22

JOB DESCRIPTIONS

A. Where applicable, the duties and responsibilities of teachers will be set out in job descriptions and include those assignments of persons on supplemental and/or extended teaching contracts. Persons desiring a copy of their job description may, upon request, obtain same during the first week of the school year. Persons desiring a review of their respective job descriptions shall submit their recommendations in writing prior to the month of October of any school year.

Evaluations of persons holding supplemental and/or extended contracts shall be made in accordance with the assignments set forth in the job descriptions and be done as far as practical as set forth in the Evaluations Article in this Agreement.

New teachers will be furnished a copy of the applicable job description with their contract.

ARTICLE 23

SALARY SCHEDULES

- A. The salary schedule for each year of this Agreement shall be as set forth in the addendum attached hereto and made a part hereof.
- B. Advanced placement on the salary schedule shall be based on degree and hours earned from an accredited college or university. Teachers shall be eligible for salary schedule advancements biannually in August and January. The treasurer shall advance the Teacher on the salary schedule upon receiving, on or before September 15 and January 30 of the respective semesters, appropriate documentation of the additional hours/degrees earned. The treasurer shall calculate the salary increase effective the beginning of the first semester for documentation received on or before September 15 and the beginning of the second semester for documentation received on or before January 30.
- C. Annually, not later than the first day of September, the treasurer shall provide notice to each teacher who holds a contract valid for the succeeding school year as to the salary to be paid for such year.

ARTICLE 24

STRS PICK-UP

- A. The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "pick-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that 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 mandatory State Teachers Retirement System contribution which has been designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up," nor is the Board's total contribution to the State Teachers Retirement System increased thereby.
 - 1. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
 - 2. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
 - 3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

4. Such salary reduction shall be considered when combined with actual salary to not result in a salary which is less than the salary available under the state minimum salary schedule.
5. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
6. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
7. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

ARTICLE 25

INSURANCE

- A. All regular contract employees covered hereunder shall receive at no cost to the employee:
 1. \$40,000.00 of group term life insurance, and
 2. \$40,000.00 of group accidental death and dismemberment group insurance.
- B. The Board shall pay 80% of the premium for single coverage and 80% of the premium for family coverage for the medical insurance described in Section G. herein.
- C. Insurance benefits herein described shall be subject to coordination of benefits and other insurance contract provisions in accordance with the terms of the master agreement(s) between the insurance carrier(s) and the Board.
- D. If an employee or dependent covered by the provisions of this article incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier or its assignee shall be subrogated to all the covered person's rights of recovery against said third party to the extent of any and all payments made hereunder with respect to such illness or injury, and said person or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee such rights of subrogation.
- E. Not less than thirty (30) days prior to a carrier change, the Board shall give the Association a plan description of the new carriers' coverage.

F. The Board shall provide for each full time employee up to \$1000.00 during the 2009-10 school year for reimbursement for dental, optical and other medical care not covered by the Board's plan of health insurance. Coverage shall be for the following:

1. Employee
2. Employee's spouse and children living in the employee's household.

Employees must pay the bill for said benefits/costs and submit a copy of his/her receipt to American Fidelity Assurance Company. The insurance year will run September 1 through August 31 of each respective year.

G. Medical insurance coverage shall be as follows:

Your Summary of Benefits



Educational Purchasing Council - Franklin Monroe
 Blue Access® (PPO)
 Effective October 1, 2012

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$100/\$200	\$200/\$400
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries, allergy serum and injections ¹ : o allergy testing	\$20/\$20 20%	30% 30%
Preventive Care Services Services include but are not limited to: o Medical History o Mammography ¹ o Pelvic Exams o Pap testing o PSA tests o Immunizations ¹ o Annual diabetic eye exam o Annual Vision and Hearing exams	\$20/\$20	30%
Emergency and Urgent Care Emergency Room Services o facility/other covered services (copayment waived if admitted) Urgent Care Center Services	\$75 \$35	\$75 \$35
Inpatient and Outpatient Professional Services	10%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: o 60 days for physical medicine/rehab o 180 days for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	10%	30%

Benefit summary - Franklin Monroe 10/01/12 2:00.doc

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
 An independent licensee of the Blue Cross and Blue Shield Association.
 ® Registered marks Blue Cross and Blue Shield Association.

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services Including but not limited to: <ul style="list-style-type: none"> o Home Care Services 30 visits non-network (excludes IV Therapy) o Certain diagnostic outpatient services o Hospice Care o Ambulance Services 	10% 20% No copayment/coinsurance	30% 20% No copayment/coinsurance
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits) Limits apply to: <ul style="list-style-type: none"> o Physical/Occupational Therapy: 30/30 visits o Spinal Manipulation Therapy: 12 visits o Speech Therapy: 20 visits 	Copayments based on place of service	Copayments based on place of service
Medical Supplies, Equipment and Appliances	20%	40%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> o Inpatient Facility Services o Inpatient Professional Services o Physician Office Services (PCP/SCP) o Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	10% 10% \$20/\$20 10%	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> o Except Kidney and Cornea transplants³ 	No copayment/coinsurance	50%
Prescription Drugs: Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- o All deductibles and copayments apply toward the Out-of-Pocket Maximum (except human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Physician Office Services and Urgent Care).
- o Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance excluding allergy testing (Network).
- o Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- o SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- o Benefit period = calendar year
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

Your Summary of Benefits

- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

- 1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
- 2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.
- 3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Pre-certification:

Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Grandfathered Health Plan

We believe this coverage is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator or your Employer.

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans. You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Benefit information contained herein is not final, pending approval by the Ohio Department of Insurance. By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Your Prescription Benefit Plan Copay Overview

	CVS Caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	CVS Caremark Mail Service Pharmacy For long-term medications (Up to a 60-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$10 for a generic prescription	\$10 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$30 for a preferred brand-name prescription	\$30 for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$50 for a non-preferred brand-name prescription	\$50 for a non-preferred brand-name prescription
Refill Limit:	None	None
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS Caremark retail network.

- Choose from more than 64,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,100 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS Caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose one of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form - use the one included in this welcome kit or print one at www.caremark.com
2. Use the FastStart® tool found on www.caremark.com
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 **after your benefits begin**. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654. Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

GLOBAL-2PRTF-50-0412

- H. The Board agrees to offer each employee a Section 125 Plan, as administered by American Fidelity. The plan will be strictly voluntary, and will be offered at no administrative cost to the employees.
- I. A Joint Health Insurance Benefit Committee shall be established and made up of no more than two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the President of the FMEA for the purpose of reviewing the current health care insurance plan. The Committee shall meet at least once annually and may submit a written proposal for consideration of the parties. Upon receipt of a written proposal the parties shall have thirty (30) calendar days to review such proposal(s) and consider same for ratification. Pending ratification the Agreement shall be reduced to a Memorandum of Agreement. Changes shall not be implemented prior to ratification of the parties.

ARTICLE 26

CITIZEN/PARENT COMPLAINT PROCEDURE

Complaints against teachers originating outside of the public school system shall be handled as follows:

- A. A complaint against a member of the teaching staff, received by a member of the Board, shall be referred to the superintendent.
- B. The superintendent or principal shall inform the teacher of the complaint.
- C. If the superintendent informs the building principal rather than the teacher, the building principal will inform the teacher of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint.

Formal Procedure

If the complaint cannot be settled informally, the following procedures shall be followed:

- A. At the request of the complainant or teacher, a meeting of the teacher, principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.
- B. If the complainant is not satisfied with the results of the meeting, the complainant shall be directed to the superintendent or his/her designee.
- C. At the formal level the teacher may have an Association representative present at any meeting.

ARTICLE 27

SCHOOL CALENDAR

- A. The administration seeks to involve teachers in compiling priorities and making suggestions about the annual school calendar and any such recommendations may be presented to the applicable principal.

ARTICLE 28

FORMAL EVALUATION

- A. The building administrator shall notify teachers who are regularly scheduled for evaluations of instructional techniques during the current school year no later than October 1. The building administrator shall hold a meeting of teachers scheduled for evaluation for the purpose of apprising them of the standards upon which they will be evaluated.

- B. Formal evaluations shall be in accordance with Board policy which shall not be changed during the term of this Agreement.
- C. Evaluations conducted under this article shall be for the major purpose of assisting the teacher toward improved instruction and performance.
- D. When a building administrator deems that a teacher's performance is unsatisfactory, the administrator shall notify such teacher of his intent, in writing. Such notification shall set forth the specific area(s) of alleged unsatisfactory performance. Following such notification, the administrator and teacher shall meet to discuss goals to improve performance.
- E. Classroom observations of the work performance of a teacher shall be conducted openly with the observer visible to the teacher.
- F. Within ten (10) work days or a mutually agreed upon date beyond this limit, a teacher shall be given a copy of any written evaluation.
- G. No evaluation will be placed in the teacher's file without prior notice to the teacher.
- H. All evaluations must be dated and signed by the teacher. Such signatures shall not necessarily indicate agreement with the evaluation or report.
- I. Teachers shall be permitted to affix comments attached to any evaluation prior to placement of the evaluation in the teacher's file.
- J. The evaluation instrument shall not be changed during the term of this Agreement unless otherwise mutually agreed to by the parties.
- K. The procedures set forth in this article supersede the procedures set forth in §3319.111 of the Ohio Revised Code.

**ARTICLE 29
REDUCTION IN FORCE**

- A. When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, or lack of financial resources, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contract in accordance with the recommendation of the superintendent who shall, within each teaching field or certification/license area affected, give preference to teachers on continuing contracts and then to teachers who have greater district seniority. "Area affected" shall mean faculty currently teaching in that area.

Teachers, whose contracts are suspended, shall have the right of restoration to their respective service status in the order of seniority of service in the district with preference to teachers on continuing contracts if and when teaching positions in the respective area(s) of certification/licensure become vacant or are created for which any of such teachers are or become qualified.

Such right of recall shall be limited to two (2) years. Recall shall be given to those persons whose area(s) of certification/licensure is on record with the Board at the time such positions become vacant or are created. RIF'd employees shall be entitled to continue health insurance coverage in accordance with COBRA.

ARTICLE 30

WORKING CONDITIONS

- A. The normal contract year for teachers covered hereunder shall consist of one hundred eighty-five (185) work days - one hundred eighty (180) student days, two (2) teacher work days, and three (3) days to be determined by the administration.
- B. The length of the normal work day for full-time teachers shall be seven and one-fourth (7-1/4) hours, including a daily, uninterrupted, thirty (30) minute duty-free lunch.
- C. Emergency Closing/Delays - On days when a delay is announced, teachers will not be required to report at their normal, regularly scheduled reporting time. Reporting time will be delayed by that amount of time announced for the delay.
- D. Each certified/licensed teacher will have 200 minutes of planning time included within each work week. This planning time will be within the confines of the instructional day.

ARTICLE 31

CLASS SIZE

The Association and the Board agree that to provide the best education possible for all students, optimum class size should be maintained. Therefore, every reasonable effort will be made by the district to limit non-district students, whenever possible, if such acceptance would have an adverse impact on class size.

ARTICLE 32

MISCELLANEOUS

- A. The Board shall provide each teacher covered hereunder with a copy, and the Association with five (5) copies, of this Collective Bargaining Agreement.

- B. Teachers required by the Board to use their private vehicles as part of a regular teaching assignment shall be reimbursed for the actual mileage driven at the IRS approved rate. Permission to utilize a private vehicle for such purpose(s) must be approved by the superintendent.

This benefit does not include commutation between the teacher's home and the district.

- C. Entry Year program - No entry year/mentor program will be developed or implemented without input of local teacher representatives.

- D. Unless Darke County schools adopt a different calendar, in which event the county calendar will be followed, calamity days in excess of state maximum shall be made up on the following designated days, in this order, unless the day is past:

1. The Friday before Presidents' Day
2. Presidents' Day
3. The Thursday before Easter
4. The Monday after Easter
5. The Spring In-service Day (Tuesday after Easter)

- E. The parties adopt the By-Laws of the Darke County Schools' Professional Development Committee, a current copy of which is attached to this Agreement as Addendum H.

ARTICLE 33

SAVINGS CLAUSE

- A. This Agreement is subject to all existing and applicable state or federal laws and Board policies, provided that should any change be made in any state or federal laws or Board policies which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect.
- B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 34

IMPASSE

- A. Either party to this Agreement shall have the authority to declare that negotiations for a successor Agreement are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used as the sole method of impasse resolution.

ARTICLE 35

NO STRIKE/LOCKOUT

- A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this article.
- C. In the event the employees of the Board in any employee unit represented by any labor organization, professional association, or by the Association, engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the superintendent or the Board.
- D. Any strike, stoppage, slowdown, refusal to work in violation of Paragraph C, or other interruption of work during the life of this Agreement shall constitute cause for discharge or other disciplinary measure of the employee for employees who participate therein or who are responsible therefor.

ARTICLE 36

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2012 and shall remain in effect through June 30, 2015, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date June 30, 2015, or the end of any yearly extension period.

- B. There will be a wage re-opener in the spring of 2013 and 2014 for the purpose of negotiating a base salary schedule and Article 25 Section F for the 2013-2014 and 2014-2015 school years. The parties may commence such negotiations any time after April 1, 2013, and April 1, 2014, respectively. Either party to this Agreement shall have the authority to declare that wage re-opener negotiations are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used as the sole method of impasse resolution. Both parties retain all other rights as set forth in Chapter 4117., Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of May, 2012.

FOR: FRANKLIN MONROE
BOARD OF EDUCATION

FOR: FRANKLIN MONROE
EDUCATION ASSOCIATION

By

David A. Gray

David A. Gray
Superintendent
Designated Representative

By

James Gish

James Gish
FMEA President

By

Debra J. VanCulin

Debra J. VanCulin
Treasurer

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
ADDENDUM A**

EXPERIENCE IN YEARS	BACHELOR DEGREE	BACHELOR + Bachelor Degree with >150 Semester Hours	MASTER'S DEGREE	MASTER'S +15 SEMESTER HOURS
0	33,766.95 1.000	35,050.09 1.038	36,974.81 1.096	38,798.23 1.149
1	35,050.09 1.038	36,502.07 1.081	38,596.62 1.143	40,419.04 1.197
2	36,333.24 1.076	37,954.06 1.124	40,216.44 1.191	42,039.85 1.245
3	37,616.38 1.114	39,406.03 1.167	41,837.25 1.239	43,660.67 1.293
4	38,899.53 1.152	40,858.01 1.21	43,458.06 1.287	45,281.48 1.341
5	40,182.67 1.190	42,309.99 1.253	45,078.88 1.336	46,902.29 1.389
6	41,466.81 1.228	43,761.97 1.296	46,699.69 1.383	48,523.11 1.437
7	42,748.96 1.266	45,213.95 1.339	48,320.51 1.431	50,143.92 1.485
8	44,032.10 1.304	46,665.92 1.382	49,941.32 1.479	51,764.73 1.533
9	45,315.25 1.342	48,117.90 1.425	51,562.13 1.527	53,385.55 1.581
10	46,598.39 1.380	49,569.88 1.468	53,182.96 1.575	55,006.36 1.629
11	47,881.54 1.418	51,021.86 1.511	54,803.76 1.623	56,627.18 1.677
12	49,164.68 1.456	52,473.84 1.554	56,424.57 1.671	58,247.99 1.725
15			58,045.39 1.719	59,868.80 1.773
20			59,666.20 1.767	61,489.62 1.821
25			61,287.01 1.816	63,110.43 1.869
27			62,907.83 1.863	64,731.24 1.917

EFFECTIVE: July 1, 2012

ADOPTED: April 16, 2012

FRANKLIN MONROE LOCAL SCHOOL DISTRICT			
ADVISOR SCHEDULE			
ADDENDUM B			

	0 YEAR	1 YEAR	2 YEARS	3 YEARS
LEVEL 1	<u>\$ 2,282.25</u>	<u>\$ 2,379.18</u>	<u>\$ 2,471.73</u>	<u>\$ 2,570.08</u>
Junior Class				
Media Facilltator				
LEVEL 2	<u>\$ 1,576.46</u>	<u>\$ 1,650.24</u>	<u>\$ 1,726.88</u>	<u>\$ 1,800.63</u>
Team Leader				
Echo				
Cheerleading-Varsity				
FCCLA				
Future Farmers of America				
Academic Team				
LEVEL 3	<u>\$ 1,369.64</u>	<u>\$ 1,439.07</u>	<u>\$ 1,504.14</u>	<u>\$ 1,576.46</u>
Upper Class Play				
Spring Musical				
Cheerleading - JH				
Senior Class				
Sonic Sound				
National Honor Society				
SADD				
LEVEL 4	<u>\$ 1,177.29</u>	<u>\$ 1,245.27</u>	<u>\$ 1,306.01</u>	<u>\$ 1,369.64</u>
Student Council MS/HS				
Student Council Elementary				
Freshman Class				
Sophomore Class				
TEAMS				
Math Counts				
Power of the Pen				
LEVEL 5	<u>\$ 1,015.30</u>	<u>\$ 1,067.39</u>	<u>\$ 1,123.78</u>	<u>\$ 1,177.29</u>
Eighth Grade				
Seventh Grade				
Art Club				
Science Club				
STAF				
Vocal Music				
Spanish Club				
BAND DIRECTOR	<u>\$ 4,385.18</u>	<u>\$ 4,612.28</u>	<u>\$ 4,833.54</u>	<u>\$ 5,060.62</u>

EFFECTIVE: July 1, 2012

ADOPTED: April 16, 2012

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
ATHLETIC EXTRA CURRICULAR SALARY SCHEDULE
ADDENDUM C**

	0 YEAR	1 YEAR	2 YEARS	3 YEARS
LEVEL 1	\$ 4,821.97	\$ 5,073.61	\$ 5,316.15	\$ 5,565.36
Athletic Director				
LEVEL 2	\$ 4,385.18	\$ 4,612.28	\$ 4,833.54	\$ 5,060.62
Basketball - Varsity				
Basketball - Varsity				
LEVEL 3	\$ 2,695.91	\$ 2,924.43	\$ 3,147.13	\$ 3,372.76
Volleyball				
LEVEL 4	\$ 2,303.95	\$ 2,437.03	\$ 2,570.08	\$ 2,698.80
Softball				
Baseball				
Basketball - Reserve				
Basketball - Reserve				
Track				
Track				
LEVEL 5	\$ 1,969.84	\$ 2,078.36	\$ 2,189.70	\$ 2,303.95
Cross Country				
Volleyball - Reserve				
LEVEL 6	\$ 1,689.28	\$ 1,777.51	\$ 1,875.85	\$ 1,969.84
Basketball - 7th Grade				
Basketball - 7th Grade				
Basketball - 8th Grade				
Basketball - 8th Grade				
Volleyball - 7th Grade				
Volleyball - 8th Grade				
Golf				
Golf				
Baseball - Reserve				
Softball - Reserve				
Track - JH				
Track - JH				
Cross Country - Assistant				
Weight Room				
Soccer				

EFFECTIVE: July 1, 2012

ADOPTED: April 16, 2012

ADDENDUM D
GRIEVANCE FORM

I. Name of Aggrieved: _____

II. Grievance Submitted to: _____

III. Date Submitted: _____

IV. Provision of Agreement Alleged to be Breached: _____

V. Statement of Grievance: _____

VI. Relief Sought: _____

VII. Signature of Aggrieved: _____

VIII. Date Received: _____

By: _____

ADDENDUM E
APPLICATION FOR LEAVE

Name of Employee _____

Date(s) of Leave Requested _____

Type of Leave Requested:

- _____ *Sick Leave
- _____ Personal Leave
- _____ Professional Leave
- _____ Vacation Leave

* Reasons for Save are as permitted under Board Policy and O.R.C. 3319.141.

If request is for Professional Leave, state purpose and destination: _____

Signature of Employee Requesting Leave: _____ Date Signed: _____

Signatures Approving Leave:

Principal's Signature _____ Date Signed _____ Superintendent's Signature _____ Date Signed _____

SUBSTITUTE INFORMATION (If Applicable):

Substitute's Name(s)	Date(s) Worked	Substitute's Signature(s)
_____	_____	_____
_____	_____	_____

ADDENDUM H

Revised 11/3/99

DARKE COUNTY SCHOOLS' PROFESSIONAL DEVELOPMENT COMMITTEE

BY-LAWS

Preface

The establishment of Local Professional Development Committees is authorized and required by Senate Bill 230. These By-laws for Operation should be considered a *Work-in Progress* during the 1998-99 school year as a guide to those school districts and colleagues who are participating. School Districts should formally adopt these or other *By-laws* through negotiation or other method prior to the 1999-2000 school year.

Article I - Aims and Purposes:

In 1996, the Ohio General Assembly passed Senate Bill 230, authorizing the establishment of Local Professional Development Committees (LPDC). Such committees are to be established by the Fall of 1998. The purpose of the LPDC is to review the course work and other professional development activities completed by educators within the district for renewal of certificates or licenses. The approval of the LPDC is required and noted on the Ohio Department of Education prescribed form at the initiation of the certificate or license renewal process. The LPDC does not issue certificates or licenses; that authority is solely reserved for the Ohio Department of Education.

In the discharge of its duties, the committee shall:

- a). foster a standard of continuous improvement within the member schools;
- b). promote the alignment of professional growth with individual, student, building and/or district needs and goals;
- c). emphasize increased student learning and achievement and the maximization of each educator's potential as professional development priorities;
- d). guide the development of Individual Professional Development Plans; and
- e). validate the skills and knowledge gained through educator professional development by the approval and issuance of Continuing Education Units within the member schools.

Article II. -Name:

The Darke County Schools' Professional Development Committee is hereby established as the name of the entity required by SB 230. The Committee shall be county-wide in scope and shall be the only committee of its type authorized to operate within the member-schools.

Article III. - Governance:

The Darke County Schools' Professional Development Committee policy, procedures, and governance shall not supersede the negotiated agreements and/or district policies in any of the participating districts.

Article IV. - Mission Statement:

The goal of the Darke County Schools Professional Development Committee is two-fold: to foster and encourage professional staff development and to ensure a fair and equitable means of evaluating and approving staff development plans and activities for renewal of certificates or licenses.

Article V. - Definition:

This committee defines professional development as an ongoing process of experiences, activities, or course work which contributes to or enhances individual professional growth and expands and enriches the classroom, building, and/or district. The professional plan or goal shall be based on community, district, building or individual needs and should be relevant to classroom instruction and/or operation to ultimately impact students in a positive way.

Article VI. - Membership

Membership is open to all schools within Darke County, including the Darke County MRDD and the Educational Service Center.

Article VII. - Committee Structure

The work of this committee shall be carried out through a committee structure giving the broadest possible involvement to the membership. The overall committee structure shall be such that teachers shall comprise the majority of the positions within the committee.

1. Executive Committee
 - A. Consists of-
 - 1). Chairperson
 - 2). Vice-Chairperson
 - 3). Recorder/Clerk
 - 4). Member Superintendent
 - 5). County Superintendent (non-voting member)
 - 6). Chairperson of each subcommittee
 - 7). Any other person(s) that this committee deems necessary as to make sure that every member school district has at least one person on the Executive Committee.
 - B. Responsible for:
 - 1). setting policies and procedures;
 - 2). establishing general guidelines for approval of experiences and activities;

- 3). making approval or disapproval determination, upon application, of all local and county staff development activities; and
 - 4). serving as the appeal committee for decisions made by the subcommittees.
2. Administrative Subcommittee
 - A. Consists of-
 - 1). Chairperson to be selected from members of this subcommittee
 - 2). one Administrator from each member school district
 - B. Responsible for:
 - 1). All Administrative certificates (supervisors, principals, assistant superintendents, superintendents, etc.).
 3. Early Childhood (Grades Pre-K thru 3) Subcommittee
 - A. Consists of-
 - 1). Chairperson to be selected from members of this subcommittee
 - 2). one Teacher at this grade interval from each member school district
 - B. Responsible for:
 - 1). all teachers assigned to teach at these grade levels holding an Elementary teaching certificate (K-8 or 1-8) along with all teachers having Pre-Kindergarten, Early Childhood Education of the Handicapped certificates, Early Childhood Intervention Specialist licenses or Early Childhood license.
 4. Middle Childhood (Grades 4 thru 9) Subcommittee
 - A. Consists of-
 - 1). Chairperson to be selected from members of this subcommittee
 - 2). one Teacher at this grade interval from each member school district
 - B. Responsible for:
 - 1). All teachers assigned to teach at these grade levels holding an Elementary Teaching certificate (K-8 or 1-8) or a Middle Childhood license.
 5. Adolescent to Young Adult (Grades 7 thru 12) Subcommittee
 - A. Consists of:
 - 1). Chairperson to be selected from members of this subcommittee
 - 2). one Teacher at this grade interval from each member school district
 - B. Responsible for:
 - 1). all teachers assigned to teach at these grade levels having a High School teaching certificate or license for 7-12 along with all teachers having Vocational certificates or licenses.

6. **Multi-age (Special K-12) Subcommittee**
 - A. **Consists of:**
 - 1). Chairperson to be selected from members of this subcommittee
 - 2). one Teacher from each member school district having this type of certification
 - B. **Responsible for:**
 - 1). All teachers assigned to teach at any grade level having a Special K-12 certificate or Multi-age license.
7. **Intervention Specialist Subcommittee**
 - A. **Consists of:**
 - 1). Chairperson to be selected from members of this subcommittee
 - 2). one Special Education Teacher or Gifted Teacher from each member school district
 - B. **Responsible for:**
 - 1). All teachers holding Education of the Handicapped (K-12) certificates (any area), teaching in Gifted area with Gifted listed on certificate, or holding an Intervention Specialist license.
8. **Pupil Services Subcommittee**
 - A. **Consists of at least:**
 - 1). Chairperson to be selected from members of this subcommittee
 - 2). one School Counselor from each member school district unless otherwise represented
 - 3). one School Psychologist
 - 4). one Speech/Language Pathologist
 - 5). one School Nurse
 - 6). one Interpreter
 - B. **Responsible for:**
 - 1). All individuals holding School Counselor, School Psychologist, School Speech/Language Pathologist, School Nurse, Interpreter certificates or Pupil Services license in any of these areas.
9. **Treasurers and Business Managers Subcommittee**
 - A. **Consists of-**
 - 1). Chairperson to be selected from members of this subcommittee
 - 2). one Treasurer from each member school district
 - 3). one Business Manager
 - B. **Responsible for:**
 - 1). all individuals holding Treasurer or Business Manager licenses

Article VIII. - Procedures and Guidelines:

1. Voting records will only be recorded as acceptance or rejection by any committee. All discussions and voting will be kept confidential.
2. Previously employed new hires who hold an Ohio Certificate/License and who have had course work/activities approved by their prior LPDC during their current renewal cycle shag have said course work/activities approved by the Darke County Schools' Professional Development Subcommittee when accompanied by supporting documentation
3. The requirement for professional development plans applies only to educators who will be renewing a certificate or license. Those individuals working under permanent certificates will not be required to submit a professional development plan.
4. The Darke County Schools' Professional Development Committee through its Executive Committee shall have the responsibility of assigning CEUs to proposed seminars, workshops, professional activities, etc. after June 1, 1998. [A Continuing Education Unit (CEU) is defined as ten contact hours in an approved professional development program/activity.]
5. **IT IS THE SOLE RESPONSIBILITY OF THE INDIVIDUAL EDUCATOR TO MAINTAIN A RECORD OF APPROVED CEUs AND COLLEGE/UNIVERSITY COURSE WORK (TRANSCRIPTS) EARNED DURING THE LIFE OF A CERTIFICATE/LICENSE.** All educators can check their credentials and CEU history (through June 30, 1998) on the Ohio Department of Education web page at <http://www.ode.ohio.gov/www/tc/teacher.html>
6. Only renewals of existing certificates or licenses go through the LPDC process. Certificate upgrades, new certificates and licenses, and temporary and educational aide certificates still go directly to the State Department of Education.
7. The Darke County Schools' Professional Development Committee's function is to review and approve the educator's Individual Professional Development Plan (IPDP) and to review and approve the course work and CEUs that a teacher wishes to use to fulfill his/her IPDP and to renew his/her certificate or license. That is the Committee's sole authority - to review and approve IPDPs and the course work and/or CEUs used for renewal. It does not make law. It does not set district improvement plans nor goals, although it does help to ensure that educators are aware of those goals within their IPDPs. Further, the Committee does not issue certificates or licenses - that is still the authority of the Ohio Department of Education acting on behalf of the State Board of Education.

8. In the event that a subcommittee does not approve an individual's IPDP or does not approve an individual's professional development to be used for the renewal of a certificate or license, the individual should contact the subcommittee chairperson for direction concerning the initiation of an appeals process. The appeals process shall include the following, beginning with:
 - A. **Lack of approval** by the subcommittee of the individual's IPDP or professional development to be used for the renewal of a certificate or license.
 - B. The subcommittee and/or the individual should request **reconsideration**.
 - C. Following reconsideration, the subcommittee again votes to **approve or non-approve** the issue at hand.
 - D. If lack of approval still exists, the individual may request the Executive Committee to consider and rule on the issue at hand.
 - E. This appeal to the Executive Committee is the final step in local resolution to the appeal. The Ohio Department of Education as the administrative agency of the Ohio State Board of Education is the issuing authority for certificates and licenses.

9. Committee members shall be compensated through release time for their service as committee members. Work necessitated beyond release time will be paid with Professional Development Fund Money (Block Grant) at the rate of \$10.00 per hour

Article IX. - Roles and Terms of Office

1. The Darke County Schools' Professional Development Committee shall consist of the following roles and corresponding terms of office:
 - A. The Chairperson of the Executive Committee shall be appointed by the membership of the Executive Committee. Anyone interested in serving as Chairperson may self-nominate. The Chairperson shall be appointed for a two-year term, with the term to run from September 1st to August 31st. This member shall hold a voting position on the Executive Committee.

 - 1). The duties of the Chairperson shall include:
 - a). Preside at all Executive Committee meetings; -
 - b). Establish a meeting calendar, call all meetings, and set all agendas;
 - c). Ensure that all LPDC processes and procedures are followed;
 - d). Serve as a liaison to other LPDCs;
 - e). Serve as the appeals process contact and liaison;
 - f). Sign the necessary cover sheet or form for certificate/license renewals as required by the Ohio Department of Education.

- B. The Vice-Chairperson of the Executive Committee shall be appointed by the membership of the Executive Committee. Anyone interested in serving as Vice-Chairperson may self-nominate. The Vice-Chairperson shall be appointed for a two-year term, with the term to run from September 1st to August 31st. This member shall hold a voting position on the Executive Committee.
- 1). The duties of the Vice-Chairperson shall include-.
 - a). Preside at Executive Committee meetings in the absence of the Chairperson;
 - b). Assist the Chairperson in the fulfillment of the needs of the LPDC;
 - c). Serve as Chairperson of any special study committees and/or ad hoc committees of the LPDC.
- C. The Recorder/Clerk of the Executive Committee shall be appointed by the membership of the Executive Committee. Anyone interested in serving as Recorder/Clerk may self-nominate. The Recorder/Clerk shall be appointed for a two-year term, with the term to run from September 1st to August 31st. This member shall hold a non-voting position on the Executive Committee.
- 1). The duties of the Recorder/Clerk will include:
 - a). Keep accurate minutes of the Executive Committee meetings;
 - b). Serve as a general communications liaison with the entire LPDC;
 - c). Be responsible for all necessary correspondence;
 - d). Keep LPDC membership records up-to-date and keep a mailing list of all members including names, school and home addresses, telephone numbers, etc.;
 - e). Maintain a notebook or easily accessible electronic record of all committee activities
 - f). Sign the necessary cover sheet or form for certificate/license renewals as required by the Ohio Department of Education in the absence of the Executive Chairperson.
- D. The County Superintendent of the Executive Committee shall be the Superintendent of the Darke County Educational Service Center. There is no term limit in this position. This member shall hold a non-voting position on the Executive Committee.
- E. The Member Superintendent of the Executive committee shall be appointed by the member superintendents. The Member Superintendent shall be appointed for a three-year term, with the term to run from September 1st to August 31st.
- F. The Chairpersons of each of the Subcommittees shall serve on the Executive Committee and shall be elected by the members of the respective subcommittees. These Subcommittee Chairpersons shall serve staggered three-year terms on the Executive Committee, with the terms to run from September 1st to August 31st. These members shall hold a voting position on the Executive Committee and on their respective subcommittee.

- G. The members of each of the Subcommittees shall be elected or appointed by the member school districts. Each member school district shall have the opportunity to place a member on each subcommittee for which they have appropriate certification/license area needs. These subcommittee members shall serve staggered three year terms, with the terms to run from September 1st to August 31st. These members shall all hold voting positions in their respective subcommittees.
- 1). The duties of members of the subcommittees will include:
 - a). Elect a Chairperson to represent their subcommittee on the Executive Committee and to preside over their subcommittee meetings;
 - b). Serve as staff information contact persons within their districts;
 - c). Serve as reviewers of professional development plans for certification/license renewals and to approve or disapprove such plans.
- H. All LPDC Committee members may be re-elected [or appointed] to the positions they hold an unlimited number of times.
- I. Vacancies on subcommittees shall be filled by the respective district(s) having the change in personnel. Vacancies on the Executive Committee shall be filled by the subcommittee(s) selection of a new chairperson or in the case of appointed positions the Executive Committee shall appoint a new person to the office or request the member school to select a new person to serve as the representative from its district.