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STATE EMPLOYMENT  
RELATIONS BOARD

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**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE**

**XENIA EDUCATION ASSOCIATION**

**AND THE**

**XENIA COMMUNITY SCHOOLS BOARD OF  
EDUCATION**

**Effective June 15, 2011**

**Through**

**June 30, 2013**

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## ARTICLE I

### 1.00 RECOGNITION

The Xenia Board of Education, hereinafter "Board," hereby recognizes the Xenia Education Association OEA/NEA-Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all professional, nonsupervisory personnel (as certified by the State Employment Relations Board) both full and part-time under contract, either verbal or written, on leave, employed by the District performing or to perform any work currently being performed by bargaining unit members or any similar work, including by way of illustration only but not limitation, classroom teachers (K-12, special and vocational), guidance counselors, librarians, school nurses, department heads, and certified special education (e.g. C.D., E.D., L.D.) personnel. The superintendent, directors, assistant superintendent, principals, and other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

## ARTICLE II

### 2.00 NEGOTIATIONS PROCEDURE

#### 2.01 Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment.

#### 2.02 Initiating Meetings

1. Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent. A copy of said requests shall be filed with the State Employment Relations Board (SERB) by the initiating party.
2. The initial request calling for negotiations shall be made by either party between March 15 and March 30 of the last year of the current agreement.

#### 2.03 Negotiations Procedure Guidelines

1. The first meeting shall be arranged by mutual agreement but shall take place within fifteen (15) days of the initial request. At the meeting both parties will exchange proposals with explanation of each issue.
2. The second meeting will be scheduled within fifteen calendar days to agree on as many issues as possible before concentrated bargaining begins.
3. After the second meeting each party reduces their proposals to no more than fifteen topics each. This list must be submitted to the other party within five school days. No additional items may be added after this exchange.
4. Preparation time begins. It is important that each party comes to the next sessions totally prepared.
5. A three-day session will be scheduled. The meeting place and time will be mutually acceptable to both parties. All team members are committed to the entire three-day period.
6. At the three-day session, the schedule will be determined by the parties:

All items not TA'd at 3:00 p.m. will be submitted to F.M.C.S. for mediation.

7. When all items have been tentatively agreed upon and initialed, such tentative agreement shall be submitted for ratification and adoption within ten (10) days or as soon as practicable. If ratified by the Association, the tentative agreement shall be submitted to the Board, at the next regularly scheduled Board meeting for adoption.

#### 2.04 Negotiating Meetings

The Association and the Board pledge that their representative shall have the power and authority to make proposals, consider proposals, and make counterproposals. All negotiations shall be conducted exclusively between the officially designated representatives. Neither party shall be compelled to make a concession.

#### 2.05 News Media

All negotiations shall be conducted in executive sessions between the two (2) teams. Any information released to the news media or to the public concerning items under negotiations during the process set forth in Section 2.03 shall be in writing and must bear the signatures of the spokespersons of both teams.

#### 2.06 Protocol

No action to coerce, or censor, or penalize any negotiations participant shall be made or implied.

#### 2.07 Negotiation Teams

The Board and the Association shall be represented at a negotiation session by a team of negotiators not to exceed four (4) members each. All negotiations shall be conducted exclusively between said teams.

#### 2.08 Consultant

In addition to said teams, each team shall be authorized to admit one (1) consultant to such meetings. A consultant may interchange with members of the team as may be desired by each team. Each team is privileged to call upon a consultant or those resource people necessary to present its case.

#### 2.09 Agreement

When a negotiated agreement is reached, it shall be reduced to writing by the spokespersons for the negotiating teams and submitted for ratification to the Association and then to the Board for adoption. When adopted, it shall be signed by

the respective parties' presidents and shall be entered into the official minutes of the Board. Thereupon, the negotiated items shall supersede any conflicting Board policy or administrative regulation for the duration of the term of the negotiated items.

#### 2.10 Impasse

The Association and the Board negotiating teams shall negotiate until agreement is reached, but not to exceed the guidelines set forth in Section 2.03. At the end of the three-day bargaining session, if the parties have not reached agreement on items under consideration, or if the teams mutually agree that impasse has been reached prior to the end of the three (3) day period, the parties shall make a joint request to the Federal Mediation and Conciliation Service or to some mutually agreed upon mediation service for the assistance of a mediator. Any costs for such services will be shared equally by the parties.

The parties agree to meet at the call of any mediator assigned. Upon the expiration of the contract after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, the Association will have the option of exercising available rights outlined in O.R.C. 4117.14(D)(2).

Both parties agree that this mediation procedure is the final step in negotiations.

#### 2.11 In-Term Bargaining

If in-term bargaining is required either by this agreement or by law during the term of this contract, the parties agree to bargain the issue(s) for a period of time not to exceed fifteen (15) work days unless such time limitation is extended by mutual agreement.

In the event that the bargaining issue(s) are not resolved within the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Service.

#### 2.12 Any and all items and conditions contained in either the district or building Continuous Improvement Plans (CIP), that change or modify any current or past practice of any bargaining unit member, may be done as written or by an alternative collaborative method jointly determined by the teacher and his or her supervisor.

## ARTICLE III

### 3.00 GRIEVANCE PROCEDURE

#### 3.01 Definitions

3.011 A "Grievance" is a complaint of:

- A. an alleged violation, misinterpretation, or misapplication of matters negotiated and agreed to between the Board and the Association;
- B. unjustified formal disciplinary action arising under those matters negotiated and agreed to between the Board and the Association, excluding proceedings under state statute;
- C. an alleged violation, misinterpretation, or misapplication of non-negotiated Board policies affecting a bargaining unit member's working conditions.

3.012 A "Grievant" means any teacher or group of teachers alleging that some violation, misinterpretation, or misapplication as defined in "A" above was contrary to his/her rights. The Association, as such, may file a grievance if the subject matter concerns an alleged violation of rights or privileges granted to the Association.

3.013 A "group grievance" means a grievance arising out of identical circumstances which was allegedly contrary to the rights of each member of said group.

3.014 "Days" means school days.

3.015 "Immediate Supervisor" is defined as the person assigned to evaluate the employee.

#### 3.02 Time Limits

The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

If an employee does not file a grievance in writing within fifteen (15) days after he/she knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.

If a decision on the grievance is not appealed by the Grievant and/or the Association within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the Grievant to proceed to the next step.

All notices of hearing and disposition of grievances shall be mailed by registered mail, with return receipt requested, with the date of mailing or postmark and date of receipt recorded thereon or hand-delivered. Written grievances and appeals shall be deemed to be received one day after postmarked or the date received and initials of the official shall be recorded thereon if hand delivered.

In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible but no later than the beginning of the next school term.

### 3.03 Representation

The Board, the Association, or an individual shall have the right of free choice in designating representatives for the purpose of resolving grievances, except as provided herein.

A Grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association, or by counsel, or by any other person of his/her choice, provided twenty-four (24) hour advance notice is given, including nature of the complaint, except that he/she may not be represented by an officer or employee of any teachers' organization other than the recognized Association or an affiliate organization.

### 3.04 General Provisions

The Association shall receive notice of each meeting held to resolve the grievance, shall be given an opportunity to be present, and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner, as such notice of disposition is required to be sent to the Grievant.

The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the Grievant, the Association, its officers or

administration, be placed in jeopardy or be the subject for reprisal or discrimination for having followed this Grievance Procedure.

If a grievance appears to arise from the actions of an authority higher than the Principal of a school and affects a group or class of teachers, or is concerned with a system-wide policy, it may be submitted at Step II described herein.

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept as confidential as is appropriate:

### 3.05 Legal Rights

Nothing in this Agreement shall be construed to deny to any teacher or other negotiating unit member of the Board or the Administration the right to resort to legal proceedings. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement.

### 3.06 Procedural Steps

3.061 Informal Step - if a teacher believes there is a basis for a grievance, he/she may first discuss the matter with his/her Principal or immediate supervisor in an effort to resolve the problem informally. The teacher has the right to be accompanied and/or represented by the Association representative or a legal consultant of his/her choosing.

Grievances may be adjusted informally provided the adjustment is not inconsistent with this contract, the policies and rules of the Board, and if the Association representative has been given the opportunity to be present at the meeting and to state the Association views on the grievance.

#### 3.062 Formal Steps

##### Step I

If the grievance is not resolved within five (5) days of such informal meeting, or if the teacher has elected not to use the informal procedure, the teacher may present a formal claim by submitting a completed Grievance Report Form, Step I, in triplicate, which form is set forth in Appendix I. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies and/or rules allegedly violated and the relief sought shall be submitted by the Grievant to his/her immediate supervisor with copies to the Association representative and by the Superintendent to the immediate supervisor. Within three (3) days of receipt

of the Grievance Report Form, the immediate supervisor shall meet with the teacher and/or his/her Association representative or legal consultant in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within three (3) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the Grievant. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

#### Step II

If the teacher is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the Grievant and/or the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) school days of receipt, the Superintendent and/or his/her designated representative shall meet with the Grievant and/or his/her Association representative. Within three (3) school days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing Step II and forwarding it to the Grievant. The Association and the immediate supervisor shall be notified in writing of said disposition. If the Grievance Report Form is not forwarded by either the Grievant or the Association to the Superintendent within five (5) school days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

#### Step III

If the action taken in Step II by the Superintendent does not resolve the grievance to the satisfaction of the teacher or no decision has been rendered by the Superintendent within seven (7) days, the Association may within the succeeding ten (10) days notify the Superintendent in writing of intent to submit to arbitration.

If the grievance has arisen under Section 3.011 A. or B., that is a violation, misinterpretation, or misapplication of the negotiated agreement between the parties, the arbitrator's decision shall be binding. If the grievance has arisen under Section 3.011C., that is a violation, misinterpretation, or misapplication of established Board policies affecting teacher personnel, the arbitrator's decision shall be advisory only.

Grievances submitted to arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the selection of the arbitrator shall be by the alternate-strike method.

The arbitrator shall have all powers and remedies to render an award but is specifically prohibited from making any decision, which is inconsistent with

the terms of the negotiated agreement or contrary to law.

Cost of the arbitrator shall be borne equally by the Board and the Association.

## ARTICLE IV

### 4.00 BOARD RIGHTS

#### 4.01 Management Rights Clause

The Board shall have the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organization structure.
- B. Direct, supervise, evaluate and hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees (renew or non-renew the contracts of employees).
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

- 4.02 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a Collective Bargaining Agreement.

## ARTICLE V

### 5.00 ASSOCIATION RIGHTS

#### 5.01 Meetings

Upon twenty-four (24) hour notice to the principal of the school, the Association shall have the right to schedule meetings in the building before or after regular duty hours of bargaining unit members, to conduct Association business, provided said meeting does not interfere with an in-service or general faculty meeting previously scheduled and posted. Where such meetings are held outside of the operating hours of that school, the Association shall pay any additional costs in compliance with Board policy.

#### 5.02 Mailboxes

The Association shall have the right to place material in the mailboxes of bargaining unit members. Placement will be made by the building representative or his/her designee.

#### 5.03 Bulletin Board Space

The Association shall be provided space for bulletin boards in a place readily accessible to and normally frequented by all bargaining unit members in each school for the official posting of notices and other official materials relating to the Association activities. During the normal course of business, the Association may utilize the district's internal mail system. Subject to the approval of the principal, the Association may utilize the building's public address system.

#### 5.04 Furnishing Information

The Board shall, upon request, furnish to the Association available and pertinent reports, statistics, and general information concerning the Xenia City Schools. The Board shall provide a copy of the Board agenda to the Association President as soon as is practicable. The Board shall have the same right to receive pertinent information from the Association.

#### 5.05 Association Days

Thirty-seven (37) days shall be made available for use by teachers to attend meetings of their professional organizations, i.e., the Xenia Education Association, Western Ohio Education Association, Ohio Education Association, and National Education Association as approved concurrently by the XEA President and the Superintendent.

Additional days may be approved by the Superintendent.

#### 5.06 Labor-Management Committee

A committee shall be established as an aid to communications between the parties of this agreement. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) other persons appointed by the Superintendent, and the President of the Xenia Education Association (or designee) and a maximum of three (3) additional persons selected by the XEA.

This committee shall meet during the school year unless the parties mutually agree otherwise. The president of the association and the superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Wednesday of the month at which time the agenda shall be distributed to both parties. If no items are submitted for the agenda, no meeting will be held.

#### 5.07 Teacher Professional Organization (TPO)

Teachers who are elected or appointed to full- or part-time positions with the Teacher Professional Organization (TPO), or any organization with which it is affiliated will, upon proper application, be reassigned without pay, except as hereinafter recited, for the purpose of accepting these positions. The TPO will reimburse the Board, as outlined in Appendix U attached hereto. For the costs associated with any teachers so reassigned. Subject to reimbursement as specified by Appendix U, the Board shall pay teachers granted such leaves an amount equal to the sum of:

- A. Salary for regular teaching contract salary in effect immediately prior to the leave and reassignment, adjusted incrementally under the salary schedule; and
- B. Payments under supplemental or extended contract actually performed or in place immediately prior to the leave and reassignment; and
- C. An additional amount of salary per year pursuant to a supplemental contract equal to pay at the per diem salary rate under (A) for additional days per school year, calculated by subtracting the number of paid teacher work days set forth in the Negotiated Agreement from 250.

Teachers granted such leaves of absence shall continue to accrue seniority for salary increments and seniority for all other purposes as though they were in regular service. Upon return to service they shall be placed in the departmental and school assignment which they left, or one mutually agreed upon, with all accrued benefits, seniority and increments that they would have earned had they been in regular

service.

The Board shall make all required contributions to STRS Ohio for the regular teaching contract salary and the supplemental TPO contract salary paid to the teacher while on such leave of absence.

#### 5.08 Election to State/National Office

Upon the request of the Association, an employee covered hereunder, having been elected to a full-time state or national office of the Association's affiliate organization, will be granted a Leave of Absence without pay. Additional years may be granted by the Superintendent if the employee remains as elected officer.

#### 5.09 Fair Share Fee

- A. The Director of Personnel shall notify each new teacher at the time of employment of the requirement of paying a Fair Share Fee for services rendered by the Association if the new teacher elects not to become a member of the Association.
- B. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the XEA, a fair share fee for the Association's representation of such non-members during the terms of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

- C. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
  - 1. Sixty (60) days employment in a bargaining unit position, or
  - 2. January 15th.
- D. The Treasurer of the Board shall, upon notification from the Association that

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

- E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
- F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the state of Ohio.
- G. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- H. The Association agrees to hold the Board harmless in any suit, claim or administrative proceedings arising out of or connected with the imposition, determination or collection of fair share fees in accordance with this provision, to indemnify the Board for any liability imposed on it as a result of any suit, claim or administrative proceedings, to provide legal defense for the Board in any such suit, claim or administrative proceedings.

## ARTICLE VI

### 6.00 COMPENSATION AND REIMBURSEMENT

#### 6.01 Salary Schedule

- A. For 2011-2012: 0% Base increase  
No experience step movement  
Training column movement recognized

- For 2012-2013: 0% Base increase  
No experience step movement  
Training column movement recognized

If the employee contribution percentage to STRS is increased by at least 2% by the beginning of the 2012-2013 school year, movement of no more than one experience step will be permitted

The experience step movement referred to above will be prorated if the employee contribution percentage to STRS is increased by at least 2% and effective after July 1, 2012

For those employees currently paid at Steps 12, 17, and 23, the actual years of service will be utilized to determine placement on the salary schedule upon the return of Step increases.

- B. To facilitate hiring new teachers, the parties agree that new teachers with a Bachelors Degree and less that two (2) years experience will be placed on Step Two of the Bachelors Degree Column of the Salary Grid. They will remain on that step until their experience or education dictates a move.

#### 6.02 Salary Schedule Placement

- A. The maximum credit allowed for prior experience will be ten (10) years the years of public school experience the teacher has acquired. A teaching year for salary placement will consist of a minimum of one hundred twenty (120) days or more of actual teaching under a regular and/or substitute contract in a single school district. (O.R.C. 3317.13)

Upon the return to service of a teacher at the expiration of a leave of absence, the teacher shall resume the contract status which the teacher held prior to

such leave (O.R.C. 3319.13).

- B. A District teacher whose employment has been interrupted for any reason shall be granted full-service credit as previously held in the District, up to a maximum of ten (10) years.
- C. Up to a maximum of five (5) years credit shall be granted for time spent on active duty in the Armed Forces of the United States.
- D. All newly employed candidates must have a Bachelor's degree or better prior to employment.

#### 6.021 Advancement of the Schedule

Credits for salary classification shall be evaluated as of October 30 for the first semester and April 30 for the second semester, and the employee accordingly placed on the salary schedule. The evaluation of training shall be based on official transcripts or copies thereof, which each teacher must place on file in the office of the Superintendent. Calculations will be based on semester hours. If a teacher shows evidence of additional credit hours before October 30 or April 30, the additional pay will be retroactive to the beginning of the current semester.

College credits applicable for advancement beyond the Masters column must be earned after the awarding of the Master's Degree.

For advancement from one experience step to the next, a teacher must have been employed under a teaching contract by Xenia Schools for a minimum of 120 days in the previous school year. This requirement can be a combination of employment under a regular teaching contract and a substitute teaching contract issued by the Board of Education in the same school year. This provision is not applicable to teachers in shared staffing arrangements.

#### 6.03 Teacher's Hourly Rates of Pay

- A. All summer school teachers shall possess a valid Ohio teaching certificate/license.
- B. Summer School Pay Per Hour  
Hourly Rates:

The rate of pay for teaching Summer School shall be twenty-five dollars (\$25.00) regardless of training.

- C. In-School Tutoring (XHS, MS, Elem.)  
Hourly Rates:

The rate of pay for teaching In School Tutoring shall be twenty-three dollars (\$23.00) regardless of training.

#### 6.04 Counselor's Extended Service

- A. One High School Guidance Counselor shall be assigned twenty (20) days extended service per contract year by the Superintendent. The Superintendent shall place other High School Guidance Counselors on extended service for fifteen (15) days per contract year.
- B. One Middle School Guidance Counselor per building shall be placed on extended service for fifteen (15) days per calendar year by the Superintendent. The Superintendent shall place other Middle School guidance counselors on extended service for ten (10) days per contract year.

#### 6.05 Split Level Class Stipend

Elementary classroom teachers who teach split-level classes shall receive a stipend of two thousand seventy (\$2070). Should a split-level class be eliminated or created sometime during the school year, a proportionate stipend shall be paid.

#### 6.06 Department Head Stipend

Department heads, team leaders, and unit leaders shall be paid an annual stipend equal to the sum of one hundred dollars (\$100) times the number of teachers supervised in the department, team or unit times the department, team or unit leader himself/herself. Should the department head, team or unit leader resign or be otherwise replaced during the school year, a proportionate stipend shall be paid both affected employees.

#### 6.07 LPDC Stipend

A stipend shall be paid by the Board for each teacher of the LPDC of \$1,150.00. The chairperson, if a teacher member shall receive a stipend of \$1,380.00.

6.08 Internal Substitution

Under this provision, teachers will first be asked to volunteer to substitute. If there is no volunteer(s) the Principal may assign this duty during the teachers regular planning or duty period. The teacher who volunteers or is assigned shall be given extra pay of \$14.00. Elementary teachers shall be paid \$14.00 per hour to be pro rated based on the percentage of the absent unit member's class (e.g., Teacher receives fifty (50) percent (%) of absent teacher's class, they will receive \$ 7.00 per hour). Elementary classroom teachers teaching specialists' classes (e.g., physical education or music) when the specialists are absent will be paid at fifty (50) percent (%) of the internal substitution rate for each period.

At no time will payment under this item ever exceed the regular district substitute rate.

6.09 National Certification

Any teacher receiving National Board Certification and shows evidence to the Director of Personnel, the teacher will receive a one-time only stipend \$1,150.00 payable in a lump sum.

6.10 Co-Chairs of District Curriculum Councils

A stipend of \$1,150.00 shall be paid to co-chairs of major district Curriculum councils, as designated by the Office of Instructional Services.

6.11 Supplemental Salary Schedule

Stipends for Extra Duty Assignments for Certificated Personnel

	<u><b>RATIO</b></u>
<b>Art</b>	
**High School	.084
<b>Athletic Director</b>	
**All Sports	.176
<b>Athletic Trainer</b>	
**All Sports	.20
<b>Baseball</b>	
Varsity Coach	.111
Assistant Coach	.082
Middle School Coach	.071

<b>Basketball</b>	
Varsity Coach (Boys and Girls)	.20
Assistant Coach	.119
Middle School Coach	.094
Middle School Assistant Coach	.071
<b>Book Room</b>	
**High School	.040
Bus Duty	.050
***Elementary	
<b>Cheerleader</b>	
High School (seasonal/4 per season)	.060
Middle School (seasonal per grade level)	.050
<b>Competition Cheerleading</b>	.030
High School	
<b>Conditioning</b>	
3 seasons	.036
<b>Coordinator of Athletics</b>	
**High School/Middle School	.110
<b>Coordinator of Intramural</b>	
**High School/Middle School	.071
**Assistant-High School/Middle School	.058
<b>Cross Country</b>	
Varsity Coach	.087
<b>Detention</b>	
**High School/Middle School	.071
*Elementary School (one per elementary)	.050
<b>Drill Team/Flag Corp</b>	
High School (Fall)	.075

Middle School	.082
Dance Team (Winter)	.075
<b>Football</b>	
Varsity Coach	.20
Assistant Coach	.119
Middle School Coach	.094
Middle School Assistant Coach	.071
<b>Golf</b>	
Varsity Coach	.087
RESERVE COACH	.050
<b>Gymnastics</b>	
Varsity/JV Coach	.087
<b>Music</b>	
High School Vocal	.20
High School Vocal Musical Director	.091
High School Vocal Assistant	.119
Middle School Vocal	.071
High School Marching Band	.170
High School Assistant Marching Band	.119
High School Assistant Band A (2)	.055
High School Assistant Band B	.072
High School Jazz Band	.055
Pep Band	.030
Middle School Band	.071
<b>Newspaper</b>	
**Newspaper	.060
<b>Renaissance Coordinator</b>	
**High School	.060
**All other building Renaissance Coordinator (1 per building)	.050
<b>Safety Patrol</b>	
**Elementary School	.040

<b>Soccer</b>	
High School	.193
Assistant High School	.103
<b>Softball</b>	
Varsity Coach	.111
Assistant Coach	.082
Middle School Coach	.071
<b>Speech &amp; Debate</b>	
High School	.061
<b>Student Council</b>	
**High School	.060
**Middle School	.050
<b>Swimming</b>	
High School	.123
Diving Coach	.087
<b>Tennis</b>	
Varsity Coach	.087
<b>Theater Director</b>	
2 Productions 50/50 Lump Checks	.172
Theater Set Design/Construction (2 Productions) 50/50 Lump Checks	.084
<b>Track</b>	
Varsity Coach	.123
Assistant Coach	.082
Middle School Coach	.071
Middle School Assistant Coach	.058
<b>Volleyball</b>	
High School Coach	.111
Assistant High School Coach	.082
Middle School Coach	.071
Middle School Assistant Coach	.058
<b>Wrestling</b>	
Varsity Coach	.20
Assistant Coach	.119
Middle School Coach	.094
Middle School Assistant Coach	.071

**Yearbook**

\*\*High School

.085

RTI/Intervention Assistants Team

\*\*Case Manager (one per building) \$300.00

\*\*Team Members (at least 2 per building) \$250.00

\* Elementary Detention supplemental contract holders will be available for holding detention five (5) days per week for thirty (30) minutes each day.

\*\*Indicates a 26 pay supplemental

\*\*\* The certified teacher doing elementary bus duty will be available for 30 minutes after the school day to late bus students on an as needed basis. If no certified teacher is available for this position, it will be offered to a classified employee.

6.111 Calculation

The Supplemental salary will be calculated as ratio times current base salary.

6.112 Divided Stipends

Stipends which have been divided among two individuals in the past shall reflect the divided amount in the final contract language.

6.113 Stipend Options

Stipends paid for supplemental contracts for full activities will be paid by one of the following options:

1. Pro Rata twenty-six (26) pays.
2. Payment will be made upon receipt of completed paperwork.
3. For Fall sport supplemental contracts, two pays -- first pay in the second pay in October and the final pay at the conclusion of the supplemental and receipt of completed paperwork.
4. An asterisk will be placed on each supplemental position indicating 26 pays.

6.114 Supplemental contracts will expire at the end of their term without official notification or board action. The parties further agree that the supplemental contract holder will be renewed unless he/she is given written notice that he/she will not be renewed in their supplemental assignment. Only vacant

supplemental positions will be posted. This notice does not create any expectancy of future employment for supplemental duties by the supplemental contract holder.

#### 6.115 Interscholastic Coaching Certificate

Only teachers holding athletic or other strenuous activity which requires a physical exam supplemental contracts will be required to hold an "interscholastic coaching certificate." No other holders of supplemental contracts shall be required to take "sports related first aid training and CPR.

#### 6.12 Change in Supplemental Positions

Any change in the number of positions (increase or decrease), or division of stipends shall be submitted to the Labor Management Committee for a recommendation. A report of the LMC may be made to the Board with the Superintendent's recommendation.

#### 6.13 Severance Pay

- A. Employees eligible for either service or disability retirement, having had an application approved by the State Teachers Retirement System, may make application for severance pay.
- B. Severance pay at retirement from the District shall be paid in cash for one-fourth of the number of the employee's accrued and unused sick leave days, but shall be paid for not more than a maximum of 81 days. Such payment shall be based on the employee's per diem rate of pay at the time of retirement, exclusive of supplemental pay.
- C. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made only once to any employee.
- D. The employee shall elect the payment option.
  - Option 1. Payment shall be made to the employee within thirty (30) days after STRS notifies Board of retirement. This payment will be subject to all taxes, but no retirement contribution will be deducted
  - Option 2. The employee may select a tax-deferred annuity (403(b)) or select the District's deferred compensation plan (457) to be deducted from the employee's severance payment calculation.

provided the amount falls within the maximum exclusion allowance as described by the IRS and the election to defer is made prior to the last day of employment. The election to defer severance pay is irrevocable. If the employee wishes to select this option, it is the employee's responsibility to make sure that all required paperwork is complete according to the above requirements. If there is remaining severance pay, it will be paid in a lump sum, thirty (30) days after the effective retirement date.

- E. In case of death of a teacher who has five (5) or more years of service credit with the STRS, the teacher will be eligible for severance pay and will be deemed to have made application for such the day prior to his/her death. The severance pay will be based on the teacher's daily rate of pay at the time of death and will be paid to his/her estate.

#### 6.14 Mileage Reimbursement

All employees covered hereunder who use their personal car for school business shall receive mileage in accordance with the following guidelines:

- A. Mileage shall be paid to teachers who, as a part of their contract, are required to travel between two or more buildings or required to pick up a school van for handicapped students from home, school and return to same.
- B. Mileage shall be paid for all activities approved by the administration.
- C. Rate of compensation for mileage shall be the current rate approved by the IRS.

#### 6.15 Pay Periods

There shall be twenty-six (26) bi-weekly pay periods beginning on the second Friday after the first day of school. Salary notices for the next school year shall be distributed with the first pay of that school year.

#### 6.16 Payroll Deductions

6.161 Payroll deductions shall be made for federal, state and city taxes and any other similar taxes.

6.162 Payroll deductions shall be made when authorized by the employee for income protection insurance, County-Wide Credit Union, United Way, tax

sheltered annuities/mutual funds, cancer insurance, Xenia-Greene County YMCA, Xenia City Schools Educational Endowment Fund, Inc., service credit purchase which may be pre-tax dollars for STRS, court ordered deductions, and OEA/NEA Ohio Fund for Children and Public Education.

6.163 Additionally, payroll deductions shall be made when authorized by the employee for XEA, WOE, OEA, and NEA professional dues and fees. The Association and Treasurer shall determine the number of withholding deductions for such dues which shall be no less than ten (10). The District Treasurer will provide a spreadsheet of the previous years' payroll deductions, the names of the employees, their social security number or employee ID, and the specific amount of dues that were withheld. XEA will make changes and additions to update the current year and provide that updated report to the District Treasurer.

#### 6.164 Tax Sheltered Annuities

The Board shall make payroll reductions up to the legal limits for those Tax Sheltered annuities or any deferred compensation program provided at least five (5) members wish to participate. Employees who are participating in a Tax Sheltered annuity by reduction as of May 1, 1998, may continue reductions for that annuity at the discretion of the member. New employees may participate in an existing annuity at their discretion. To participate, the employee shall fill out the necessary forms.

#### 6.17 Professional Meetings

##### 6.171 Approval and Reimbursement

Pursuant to the provisions of Section 3313.20 Ohio Revised Code, any employee of the District may receive compensation and expenses for days which he/she is excused by the Superintendent or his/her designated representative for the purpose of attending professional meetings such as conferences, workshops, and seminars at the local, state, and national level which are designated for the improvement of instruction or management of the school district, and for other travel necessary for the conduct of official school district business, in accordance with the following stipulations:

- A. Approval must be obtained in writing from the Superintendent or his/her designee prior to travel and/or attendance at a meeting, on forms provided by the Superintendent's office.
- B. Reimbursement will be paid for the necessary and reasonable expenses

of:

1. Use of privately-owned automobile on a cent-per-mile basis that shall coincide with the rate of reimbursement approved by the IRS.
2. Common Carrier fare which is supported by receipts.
3. Meals on a per diem basis will be at the rate of \$50. Original receipts must be submitted for reimbursement. Reimbursements cannot be made when meals are included in the cost of the conference.
4. Lodging which is supported by receipts.
5. Miscellaneous expenses such as taxi and ferry fares, bridge, highway, and tunnel tolls, baggage storage, telephone calls, conference registration and meals, rental fees, and other expenses necessary to the conduct of official school district business which is supported by receipts.

#### 6.172 Reimbursement Forms

All claims for reimbursement of expenses must be submitted in writing for approval by the Superintendent, or his designee, on forms provided by the Superintendent's office.

#### 6.18 Direct Bank Deposit

The Board shall make electronic transfers of their pay for teachers. This service is available for up to five (5) different accounts per teacher. A teacher's salary shall be paid by electronic transfer to a bank, credit union, brokerage firm, or savings and loan institution of the teacher's choosing each pay date. Appropriate application forms will be available in the office of the Treasurer. All newly hired teachers shall participate in direct bank deposits. Effective with the first pay in January, 2005, all teachers will participate in direct bank deposit.

#### 6.19 Sick Leave Incentive Reimbursement

Each teacher who has three (3) or less days of chargeable absences against sick leave shall be reimbursed on the following schedule. Any teacher who has:

- A. No days of sick leave used during the school year shall receive Two Hundred

Dollars (\$200.00) year that this plan is in effect.

- B. One (1) or two (2) days of sick leave used during the school year shall receive One Hundred Fifty Dollars (\$150.00).
- C. Three (3) days of sick leave used during the school year shall receive One Hundred Twenty-Five (\$125.00).
- D. To be eligible, a teacher must have been employed for the full school year. Part time teachers shall receive the pro rata amount for time worked of the above amounts.

Jury duty or professional leave days approved in accordance with appropriate policy and procedure shall not be counted as chargeable absence.

Employees on leave for professional improvement, medical leave, assault leave or maternity leave shall not be eligible for this compensation.

This incentive pay shall be paid in a separate pay no later than September 1 following the close of each school. For the purpose of this item, day or any portion thereof shall equal one day.

#### 6.20 Personal Leave Incentive Reimbursement

Any teacher who has two (2) or less days of chargeable absences due to personal leave shall be reimbursed on the following schedule:

- A. No personal leave - \$200.00
- B. One or two day absences due to personal leave \$150.00.

All of the items set forth in 6.20(D) apply to 6.21.

#### 6.21 Tuition Reimbursement

- 6.211 It is agreed that a cap of Twenty Thousand Dollars (\$20,000.00) will be established as the amount appropriated by the Board for educational growth payments to teachers for 2010-2011. This amount will be appropriated each fiscal year of this contract. In addition to the annual appropriation, any portion of the previous year's appropriated amount not encumbered to reimburse teachers for approved coursework actually completed and approved for payment will be carried forward and added to the current year's appropriation. The total amount paid to all teachers

during each fiscal year will not exceed this cap plus any amount carried forward from the previous year's tuition reimbursement appropriation. A copy of the Tuition Reimbursement Form will be included in the Agreement. (See Appendix A)

- 6.212 In order to qualify for this educational growth payment, a teacher must teach in the District the year following completion of the work. To clarify, if a teacher completes courses during the previous school year, he/she will be paid the educational growth payment during the following school year, no later than October 15, if he/she is still teaching in the District.
- 6.213 Course of study selected is subject to prior approval of the Superintendent or designee. The teacher shall submit the form attached hereto and a copy of the registration form to the Superintendent or designee prior to beginning the course work to obtain approval. The payment shall apply only towards graduate work beyond the BA level acquired by the teacher to meet certification or licensure requirements established by the State of Ohio for maintaining or upgrading their current certificate or license. Satisfactory evidence of successful completion of the course (certified transcripts) will be presented to the superintendent or designee upon the completion of the course, and no later than September 20.
- 6.214 For approved college credit the amount payable to any teacher shall be up to five hundred dollars (\$500.00) per year. In no event shall payment exceed the actual cost of the college credit.
- 6.215 The year for disbursement purposes is defined as July 1 through June 30. The classes for any coursework must have started on or before June 30 in order for the teacher to receive reimbursement by October 15. All qualified teachers who take approved credit hours within this time period and submit their documentation in a timely manner will receive some reimbursement.
- 6.216 The reimbursement rate will normally be the rate listed in 6.214. However, if the dollar value of the number of credit hours taken by all teachers during the defined year exceeds the cap in 6.211, then the total credit hours taken will be divided into the cap to calculate a new per credit hour reimbursement rate. Each qualified teacher will then be reimbursed using this new per credit hour rate. (See Appendix A per form)

## 6.22 Retirement Incentive Program

### A. Early Notification Incentive

Any teacher eligible to retire and has at least ten years of service with the District shall receive an incentive of Three Thousand dollars (\$3,000) for providing the district with early notification. Teachers eligible for retirement on or before June 30 must complete the school year and retire between June 1 and August 1, that year and must notify the Board in writing of their resignation for retirement purposes by March 1, to qualify for the incentive.

### B. First Year Eligible Retirement Incentive

Any teacher who has at least ten years of service with the District and reaches eligibility of either 30 years at any age or 25 years and at least age 55 for retirement with STRS and who retires for the first time under STRS regulation shall receive a monthly installment in the amount of \$450 beginning with the month following his/her effective date of retirement for the purpose of defraying the cost of medical insurance during retirement. This monthly installment shall continue for a period of 24 months or death of the retiree whichever event occurs first. Teachers eligible for this retirement incentive must complete the school year and retire between June 1 and August 1, that year and must notify the board in writing by March 1.

## 6.23 Retirement Incentive for Teachers with 35 Years or More of STRS Service Credit

A. This provision is applicable only to those bargaining unit members who are not eligible for the Retirement Incentive Program found in Section 6.24 of this Agreement.

B. Bargaining unit members who have earned 35 years or more of STRS service credit may receive a \$10,000.00 stipend upon retirement during the term of this Agreement. In order to receive this Retirement Incentive a bargaining unit member must complete the following:

1. Submit a notification of retirement by March 1 indicating retirement effective on or before August 31 of that year; actually retire on or before August 31 of that year; and the bargaining unit member must have earned 35 years but less than 36 years of STRS service credit by the effective date of the retirement.
2. The stipend will be distributed to the bargaining unit member within thirty (30) days of submission of documentation to the Treasurer that

the bargaining unit member has received the first retirement check from STRS and verification of total years of service.

- C. The provisions of section 6.25 and its application shall terminate on June 30, 2013.

ARTICLE VII

7.00 INSURANCE

7.01 Life Insurance

The Board shall provide Group Life and Accidental Death and Dismemberment insurance in the amount of \$50,000 for members of the bargaining unit. If a person dies under the Accidental Death and Dismemberment coverage, the total benefit is \$100,000.

7.02 Health Care

United Health Care (UHC)

Part-time and shared staffing teachers shall pay for insurance at a pro rata amount equal to the time worked.

7.021 High Deductible Insurance/HSA

- A. The Board will provide a High Deductible Health Saving Account (HD/HSA) insurance plan for eligible staff members.
- B. The Board will contribute 60% of the In-Network deductible per year (as listed below) to the HSA for single or family coverage for employee eligible for HSA coverage.
- C. Employee contribution

July 1, 2011

Single	15% of the premium
Family	15% of the premium

D. Plan Type	In-Network Deductible
Single	\$2,000
Family	\$4,000

Prescription Co-pay after Deductible:  
 Tier 1 - \$10/Tier 2 - \$30/Tier 3- \$50  
 Max Out of Pocket \$3,000 Single/\$6,000 Family

- E. Employees not eligible for the HSA and who elect a single or family coverage under the high deductible plan supplied by the Board shall

receive reimbursement of up to \$1,200 (single) or \$2,400 (family) for eligible health care expenses. Such amount if any shall be distributed to the employee by the Board four (4) weeks after the submission of the explanation of benefits.

- F. No banking fees for lending institutions to be paid by employee for duration of negotiated agreement.
- G. Employees may make additional pre-tax contributions consistent with IRS Regulations by payroll deduction. Employees shall determine their contribution for the year at the time of enrollment. Changes can be made during the open enrollment period.
- H. Board contribution to HSA accounts will be made during the first week of January of each year. Employees hired after the start of the plan year shall receive a pro-rated Board contribution based upon the number of months employed by the District for the initial year.
- I. Employees planning on retiring may request, in writing to the Treasurer that the Board only contribute a pro-rated amount into the HSA.
- J. Employees must sign up for the insurance plan during the open enrollment period.
- K. Spousal Coverage
  - 1. If an employee's spouse is eligible to participate, as a current employee or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer or retirement plan, the spouse must enroll in such employer/retirement plan sponsored group health insurance coverage(s).
  - 2. Upon the spouse's enrollment in any such employer/retirement plans sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.
  - 3. Any spouse who fails to enroll in any group coverage sponsored by his/her employer/retirement plan, as required by this section shall be ineligible for benefits under the group

insurance coverage sponsored by the Board of Education.

4. Every employee whose spouse participates in the Board of Education's group health insurance coverage shall complete and submit to the Board of Education, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage sponsored by the spouses employer/retirement plan. The written certification must be submitted no later than November 30 in order for the employee's spouse to be covered.
5. If two employees are married to each other, they shall be entitled to one family plan.

### 7.03 Dental Insurance

The Board shall provide single and family plan dental insurance coverage under the Superior Dental Plan (or equivalent), \$25 deductible single, \$50 deductible family (100% on preventive; 80% on general services; 50% on major services; \$1,500 per person per calendar year, maximum benefit). (See Appendix D for coverage summary)

#### 7.031 Employee Contribution

Effective July 1, 2011, there will be a ten percent (10%) employee contribution for both Single and Family Dental Insurance.

### 7.04 General Provisions

#### 7.041 Retention of Benefits

The Board reserves the right to substitute insurance carriers for any or all of the above, provided such substitute policies provide equal benefits.

The above named carriers shall be used as a standard of measurement when a change in carriers is considered.

The express terms of the policies issued control as to the amount, entitlement and eligibility for benefits. The above is a topical description only.

#### 7.042 Insurance While on Disability Leave

The Board shall continue to carry on the insurance rolls those persons covered hereunder whose sick leave accumulation has expired and who are on a disability leave of absence. The Board shall pay for such coverage under the same conditions as when the employee was working, for a period of up to six (6) months.

After six (6) months, the employee may exercise the option of maintaining coverage, at the employee's expense, during the remainder of the leave as determined by the Consolidated Omnibus Budget Reconciliation Act. The benefits shall terminate at the expiration of such leave and such leave shall not exceed two (2) years. Employee contributions to premium(s) shall be submitted to the Board Treasurer's office by the close of business on the fifteenth (15<sup>th</sup>) day of the preceding month of coverage.

#### 7.043 Insurance Coverage on Other Approved Leaves

For other approved leaves of absence, the employee may continue on the insurance rolls by paying the total monthly premium due the insurance carrier to the Board Treasurer's office by the close of business on the fifteenth (15) day of the preceding month of coverage.

Coverage hereunder shall be subject to the provisions of the Master Agreement with the insurance carrier, and such provisions shall include coordination and subrogation of benefits. Any change in carriers will provide for no loss or lapse of coverage unless otherwise mutually agreed.

#### 7.044 Changes in Carrier

The carrier for the medical insurance shall be at the choice of the Board, provided that said coverage shall not be less than that in effect as of the date of the signing of this Agreement. The Association shall be notified of any change thirty (30) days prior to the effective date of any policy change and be given the right to meet and confer with the Superintendent or his/her designee on any such change.

#### 7.05 IRS 125 Plan

7.051 Section 125 of the Internal Revenue Code allows employees to pay their portion of group insurance premiums and other medical, child care, and adult care expenses with pre-tax dollars.

- 7.052 A premium section only plan under Internal Revenue Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified may participate in the premium section of Section 125. If an employee chooses to utilize childcare portions of this plan they will pay the administrative costs of these parts of the plan.
- 7.053 The forms shall be submitted to the Treasurer on or before November 1 of each year.
- 7.054 This plan will be available to employees so long as it is made available by the Internal Revenue Service in its present form or until such time as it is negotiated to be removed from this Agreement.
- 7.055 An in service will be available to acquaint each teacher with this plan.
- 7.056 Teachers participating in a medical expense section and/or a dependent care section may pay a cost of up to \$2.00 per month for each section in which the teacher participates if the plan administrator charges the district.

The premium only section is excluded from any administrative charge for a participant.

#### 7.06 Employee Assistance Program

The Board shall provide at no cost to the employee an EAP for all members of the Bargaining Unit. (See Appendix E for coverage summary)

- 7.07 As an incentive, any teacher electing not to enroll in the Xenia Community School Health Insurance coverage will be paid a monthly stipend of Two Hundred Fifty dollars \$250. A spouse who is covered by the district's insurance does not qualify for this incentive. Should a qualifying event occur, re-enrollment in the health care plan will be permitted, and the stipend shall stop. The member must contact the Treasurer and complete the necessary Health Care coverage documents.

## ARTICLE VIII

### 8.00 LEAVE PROVISIONS

#### 8.01 Sick Leave

##### 8.011 Accumulation

All certificated employees shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month. Maximum sick leave accumulation shall be three hundred twenty-four days (324). Days of sick leave accrued shall be credited to the account of each certificated employee on the last day of the month. Sick leave earned in the State of Ohio shall be transferred and credited pursuant to O.R.C. 3319.141.

##### 8.012 Advance of Sick Leave

The Board shall advance at least five (5) days sick leave to all teachers and may advance additional days.

Should an employee exhaust sick leave during the year, and upon written request of the employee, the Board shall advance ten (10) days or the amount that may be accumulated during the remainder of that contract year, whichever is less.

Total accumulation of sick leave during the school year shall not fall below the total at the beginning of the year unless the teacher is absent more than fifteen (15) days. (See Sick Leave Bank Section 8.016)

##### 8.013 Uses of Sick Leave

Sick leave may be used for absences due to disability by personal illness, pregnancy, recovery from childbirth, adoption or injury, or exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments when such cannot be scheduled during nonworking hours, and due to illness, birth, injury, or death in the employee's immediate family that requires the care and/or attendance of the employee.

Use of sick leave for pregnancy and recovery from childbirth shall be confined to the actual period of disability.

The use of sick leave for an adoption shall be limited to a maximum of ten

(10) days.

The Board may request verification from the employee's physician for the need for an extensive period of disability.

#### 8.014 Immediate Family Defined

Immediate family is defined to mean current spouse, parents, parents-in-law, children, son-in-law daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, and grandchildren. Any additional person who resides in the teacher's legal residence or any additional person for whom the teacher has sole responsibility is also included.

#### 8.015 Restrictions

The Board may require teachers to furnish a written-signed statement on forms prescribed by the Board to justify the use of sick leave (O.R.C. 3319.141).

#### 8.016 Sick Leave Bank

- A. The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Recipients shall apply for disability retirement leave with STRS as soon as eligible. Allotments will be limited to participating employees for use only in cases of illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the SBC.
- B. Members may enroll in the Sick Leave Bank, during the enrollment period, which shall be during the month of September of each school year. Newly hired teachers may join the SLB within thirty (30) days from the first date of hire.
- C. Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.
- D. Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

1. Sick Leave Bank Committee shall be composed as follows:
  - a. The Superintendent or his designee.
  - b. The Vice President of the Association to serve as a chairperson.
  - c. Three members appointed by the Association President.
2. The SBC shall review and approve or deny by a majority vote all applications to the Sick Leave Bank. The chairperson shall vote only in the case of a tie vote. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.
3. Decisions of the SBC are final.
4. The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the ASSOCIATION and the BOARD.

E. General Procedures

1. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
2. Allotments will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.
3. An application will be considered only after a member has used all of his/her accumulated sick days and personal leave days, and available sick day advances.
4. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
5. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from the Sick

Leave Bank shall not exceed the annual number of work days required for a full year of service credit. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

6. Allotments from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
7. Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SBC.
8. Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/ her own accumulated sick days/personal business days.
9. Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
10. Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

## 8.02 Personal Leave

### 8.021 Reasons

Three (3) days per school year may be used to conduct necessary personal business, which cannot be conducted outside of school hours, other than professional meetings, upon notification to the Superintendent or his designated representative thirty-six (36) hours in advance of the day/days. In the event of an emergency, the thirty-six (36) hours may be waived if prior notice is given the Superintendent or his representative. Such leave may be taken in one-half (1/2) or whole-day increments. One (1) additional day may be allowed as approved by the Superintendent. These days may be used only for the following reasons: (See Appendix F).

- A. To obtain services for legal or financial counsel.
- B. Medical services not chargeable to sick leave or an extension of sick leave when sick leave is exhausted.
- C. Family obligations that cannot be scheduled otherwise.
- D. Emergency leave due to circumstances beyond control of employee.
- E. Personal commitments to political subdivisions at local-state-national level.
- F. Other necessary business as approved by the Superintendent or his designated representative.

#### 8.022 Improper Use

Gainful employment elsewhere does not constitute proper use of personal leave. Proven abuse or intended misuse of this provision may constitute just cause for dismissal.

#### 8.023 Association Use

Six (6) additional personal leave days shall be allowed annually to Association President or his/her designated representative, and further additional days may be allowed as approved by the Superintendent.

#### 8.024 Exceptional Use

Any teacher who experiences travel difficulties and is unable to report to work may submit a claim under Personal Leave.

### 8.03 Child Care Leave

8.031 Child care leave shall be granted to an employee to care for a newborn child, an adopted infant under two (2) years of age, or a child for whom the adoptive agency requires full-time parental care for up to twelve (12) consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the Superintendent not later than thirty (30) days prior to the anticipated leave date (except where adoptive agency gives less than thirty (30) days notice), advising the Superintendent of the anticipated date of the leave and further

advising the Superintendent of the approximate dates that the employee shall commence and end child care leave. If, prior to the date set for initiation of child care leave, the Superintendent believes that the employee is medically unable to perform adequately as a result of pregnancy, the Superintendent may request the employee to submit a certification from her obstetrician attesting to her ability to continue working. The employee may return to service after the termination of pregnancy.

8.032 If the duration of the child care leave does not exceed six (6) months, the teacher will return to the position held before the leave. If the duration exceeds six (6) months, the person will be assigned to a position for which he/she is qualified and certified.

8.033 If the teacher desires to return to active service prior to the stated date on the application for leave, the teacher shall notify the Superintendent or his/her designee in writing that an early return to service is requested and the date on which the teacher would be able to return. Such teacher may be returned to active service upon the mutual agreement of the teacher and the Superintendent or his/her designee. The Board recognizes that the granting of unpaid childcare leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio. The employee on leave may exercise the option of maintaining group insurance coverages at the employee's expense during such leave as determined by the Consolidated Omnibus Budget Reconciliation Act.

8.034 Premium payments must be paid in advance in the Treasurer's office by the close of business hours on the fifteenth (15<sup>th</sup>) day of the preceding month of coverage.

8.035 A teacher may request and the Superintendent may grant up to an additional year of childcare leave.

#### 8.04 Unpaid Sabbatical Leave

8.041 Sabbatical leave may be granted to a teacher who has served in the District at least five (5) years. Any request for sabbatical leave must be made in writing not later than May 1 of any school year or at a later date at the discretion of the Superintendent or his/her designee. Conditions under which sabbatical leave may be granted may include additional study, including study of another area of specialization, travel, or other reasons deemed to have value to the school system.

A. Sabbatical leave shall not be granted to more than five (5) percent of

the teaching staff at any one time.

- B. Sabbatical leave shall not be granted to any teacher more often than once for every five (5) years of service.
- C. Sabbatical leaves shall not exceed a year in duration.
- D. Sabbatical leaves shall not be granted a second time to the same individual when other members of the teaching staff have filed such a request.
- E. The teacher shall present to the Superintendent or his/her designee a plan for professional growth prior to such a leave and, at the conclusion, provide evidence that the plan was followed.
- F. The teacher shall be required to return to the District at the expiration of sabbatical leave for a period of at least one (1) year unless the teacher has completed twenty-five (25) years of teaching in Ohio. Such return to work requirement may be waived by the Superintendent or his/her designee.

8.042 Sabbatical leave shall be without pay.

8.043 Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September, or no later than December 1 if the intent is to return at the beginning of the second semester.

8.044 The return to active service from sabbatical leave shall coincide with the first day of the school calendar or the first day of the second semester unless the teacher and the Superintendent or his/her designee mutually agree in writing to a different date.

8.045 If the duration of the sabbatical leave does not exceed six (6) months in the same school year (August through July), the teacher will return to the position held before leave. If the duration exceeds six (6) months in the same school year or spans any amount of time in consecutive school years, the person will be assigned a position for which he/she is qualified and certified.

8.046 The teacher on leave may exercise the option of maintaining group insurance coverage at the teacher's expense during such leave as determined by the Consolidated Omnibus Reconciliation Act (COBRA) under the provisions of Section 7.00. Premium payments must be paid in advance in the Treasurer's

office by the fifteenth (15<sup>th</sup>) day of the preceding month of coverage.

8.047 Upon return from leave, the teacher may purchase S.T.R.S. credit under the time restrictions and other rules and regulations of S.T.R.S.

#### 8.05 Absence Without Pay

Upon written request of the teacher, a leave of absence without pay, not to exceed five (5) days, may be recommended by the Superintendent. The written request must be presented to the Superintendent in advance unless in an emergency, in which case the request will be given as soon as practical. The recommendation and approval of the leave of absence without pay is subject to the discretion of the Superintendent.

8.051 In accordance with O.R.C. Section 3319.13, upon written request of the teacher, the Board may grant a leave of absence without pay for education or professional or other purposes including adoption, and shall grant such leave where illness, pregnancy, or other disability is the reason for the request.

8.052 Such teachers on unpaid leave of absence shall be continued on life, dental, hospitalization, surgical and major medical insurance in accordance with O.R.C. Section 3313.202, with all pro rata share premiums paid by the employee. Premium shall be paid through payroll deductions.

#### 8.06 Military Leave

Employees will be granted leaves of absence and reinstatement for the purposes of military service in accordance with applicable state and federal legislation.

#### 8.07 Assault Leave

8.071 Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board shall grant assault leave to employees absent due to disability resulting from assault under the following conditions:

8.072 Any teacher who must be absent from his or her duties due to physical disability resulting from an assault in the course of and arising out of the teacher's employment, while teaching or in school-related activities, on or off school premises before, during or after school hours, shall be paid his or her full scheduled compensation for a maximum period of forty (40) contract days falling in the same school year unless accompanied by a doctor statement outlining the reasons why more time absent from school is necessary. The Board may require an examination from a licensed physician chosen and paid by the Board verifying that the teacher is unable to return to

work.

- 8.073 If permanently disabled, the teacher must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, defined in this provision, shall be termed "assault leave."
- 8.074 Before assault leave can be approved, the teacher shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.
- 8.075 The Board may require an examination and certificate from a licensed physician chosen and paid by the Board that the teacher was disabled from performance of teaching and the extent and duration of such disability.
- 8.076 Falsification of either the written, signed statement of events or circumstances surrounding the assault or the physician's statement may be grounds for suspension or termination of employment under 3319.16 O.R.C.
- 8.077 Assault leave, which is approved by the Superintendent, shall not be charged against sick leave under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the teacher is entitled.
- 8.078 The teachers are encouraged to file appropriate action against the person committing the assault including criminal charges or civil action, or both, in case of any assault or injuries.
- 8.08 Physical Threat or Assault
- 8.081 All cases of physical threat or assault to teachers shall be immediately reported to the Principal or his/her designee. The teacher, Principal or Superintendent shall discuss whether the police are to be notified. However, nothing prevents the teacher from personally initiating the filing of criminal charges and immediately notifying the building principal or his/her designee. If criminal charges are filed, the teacher, Principal and Superintendent shall cooperate. Teachers will receive time off with no loss in pay for time spent in judicial proceedings as requested by police or judicial officers.

8.082 If a teacher suffers incapacitation from normal duties as a result of an assault in performance of contractual duties, upon exhaustion of assault leave the Superintendent may, at his/her discretion, increase the number of assault leave days.

8.083 If the teacher so elects, application may be made for a determination of benefits pursuant to O.R.C. Section 4123.512. In an instance of a valid award, the Board will pay all lost wages between the date of incapacitation and the effective date of benefits from the Worker's Compensation Fund.

8.084 After a physical threat or assault is established and if criminal charges are filed, the Principal shall attempt to have the student removed from the assaulted teacher's classes.

#### 8.09 Court Leave

8.091 In case of an absence from duty and in response to a subpoena in a case in court or administrative hearing or required jury duty where neither the employee nor the Association is a party, there shall be deducted from the salary of the employee the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena.

8.092 A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee or the full salary for the period of absence shall be deducted. An employee will also be paid when subpoenaed as a witness in a suit involving an alleged assault as provided in Section 8.07.

8.093 In case of absence from duty for any court proceedings or administrative hearing in which the employee and/or the Association is a party, no salary shall be paid to the employee for the period of absence, except in the instance where the employee is proven innocent, whereupon no deduction of pay will be made. However, employees subpoenaed by the Association as witnesses in court actions or arbitrations, to a maximum of three (3) employees per day per court or arbitration action, will be paid the difference between court payment and their regular salary. All subpoenaed employees exceeding three (3) employees per court or arbitration action will be paid their regular salary provided the Association reimburses the Board for the regular cost of a substitute teacher.

8.094 In the case of required jury duty, the employee will report to work when his/her presence is not required during the jury duty and he/she shall keep

his/her principal or supervisor informed of the days on the which he/she is not required for jury duty.

#### 8.10 Family and Medical Leave

8.101 The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 ("FMLA"). The parties to this Agreement agree that all benefits guaranteed by the FMLA will be provided to eligible employees covered by this Agreement. Each party shall retain all rights accorded to them by the FMLA.

8.102 To be eligible for FMLA leave, an employee must have one (1) year of service with the Board and must also have actually worked a total of 1,250 hours for the Board during the 12 months immediately preceding the date on which the FMLA leave would begin (rolling year).

#### 8.103 Leave Provisions

- A. Each eligible employee is entitled to up to a combined total of twelve (12) weeks of unpaid FMLA leave per leave year for any one, or more, of the following reasons: (I) The birth of the employee's son or daughter, and to care for the newborn child; (II) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child; (III) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and (IV) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job. An eligible employee is not entitled to a separate 12 weeks of FMLA leave for each of these four reasons, but only up to 12 weeks among these four reasons for any given rolling year.
- B. An eligible employee may choose to substitute certain other types of accrued paid and unpaid leave for FMLA leave, as permitted by the FMLA.
- C. FMLA leave taken for reasons (I) and (II) must be concluded within one year of the birth or placement. 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.
- D. FMLA leave taken for reasons (III) or (IV) may be taken intermittently, when medically necessary. The employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt their

work.

8.104 Protection of employment and insurance

- A. The Board shall return, if possible, the employee taking a leave under this Section to the same position he/she occupied prior to the leave.
- B. The Board shall continue to pay the board contribution to the current group health plan for the employee while they are on FMLA leave.
- C. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

8.105 The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reasons (III) or (IV). Such certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that their presence is required to care for the employee's spouse, parent, son or daughter with a serious health condition. This section shall be uniformly applied.

## ARTICLE IX

### 9.00 INDIVIDUAL RIGHTS

#### 9.01 Teacher Contracts

##### 9.011. Limited Contracts

- A. All initial appointees to teaching positions in the school district shall be issued one-year limited contracts.
- B. Any teacher who holds only provisional or temporary Certification/Licensure shall be employed by a limited contract for a term not to exceed three (3) years.

##### 9.012 Continuing Contracts

- A. At the end of seven (7) years initial employment within the District, a teacher who is in good standing, holds an eight-year professional, permanent, or life certificate or a five (5) year license and is recommended by the Principal, Director of Personnel and Superintendent, may be granted a continuing contract. Continuing contract consideration must be requested in writing to the building principal by October 1 of the school year in which the teacher is eligible for a continuing contract and his/her limited contract is to expire. (Forms are available in the personnel office and all buildings.)
- B. A teacher may withdraw his/her request for a continuing contract status if the teacher has reason to believe that a positive recommendation will not be forthcoming. If the request is withdrawn, the re-employment of the teacher during that school year shall only be under a limited teaching contract and entitlement to a continuing contract is waived until the next time the teacher submits his/her written request.
- C. If, in the opinion of the building Principal, Director of Personnel, and the Superintendent, additional experience is needed to improve teaching techniques as substantiated by the teacher's written evaluations, then said teacher may be recommended for one (1) two-year contract at the end of which time sufficient improvement must be noted to grant a continuing contract or the teacher will be released from the school system.

- D. If a continuing contract was held by the teacher prior to employment by the District, said teacher will be eligible for a continuing contract at the end of two (2) years of service provided that service to this system has been satisfactory and a recommendation for the same is made by the Principal, Director of Personnel, and Superintendent and substantiated by the teacher's written evaluations.

#### 9.02 School Personnel Complaint Procedure

Whenever an individual Board member, or the Board as a whole, receives a complaint concerning a member of the bargaining unit, such complaint shall be referred to the school administration for study and possible resolution. The teacher involved shall be advised of the nature of the complaint and have the opportunity to comment and present the factual data.

Any complaint regarding a teacher directed to any member of the school administration shall be processed in the following manner:

- 9.021 Complaint from students shall be referred back to the respective teacher via the Principal's office for resolution.
- 9.022 Complaints from parents shall be directed to the respective teacher via the Principal's office. All efforts shall be made to reach a satisfactory solution through a conference or other means at this level.
- 9.023 Any complaint unresolved at Step 2 may be submitted at the request of the teacher or parent(s), in writing, to the building Principal who shall attempt to resolve the matter to the satisfaction of all parties concerned.
- 9.024 Any complaint unresolved at Step 3 shall be forwarded by the building Principal to the Superintendent.
- 9.025 Upon receipt of the complaint the Superintendent shall confer with all parties. The teacher shall have the right to be present and represented at all meetings of the Superintendent and the complainant.
- 9.026 If the Superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, the Superintendent shall forward the results of discussion at Step 5 along with the recommendations, in writing, to the Board and a copy to all parties involved.
- 9.027 After receipt of the finding and recommendations of the Superintendent and before action thereon, the Board shall afford the parties an opportunity to

meet with the Board in executive session. Copies of any action taken by the Board shall be forwarded to all parties.

9.028 A teacher or Principal may request and be accompanied by counsel and/or a representative of his/her choice, at his/her expense. Conference regarding such complaints shall be in private. At no time shall a confidential file be opened to the public nor shall statements be made in the news media.

### 9.03 Fair Dismissal Policy

#### 9.031 Termination of Contract

- A. The Board, through the Superintendent, reserves the right to release any teacher during the contractual period in accordance with Ohio law. (Section 3319.16 O.R.C.)
- B. When a contract is terminated during the contractual period, the teacher may request a conference first with the Superintendent and, if desired, with the Board. The Board will hear such cases as provided under the laws of the State of Ohio.
- C. The Superintendent shall make a recommendation to the Board pertaining to the dismissal of any teacher.

#### 9.032 Nonrenewal of Limited Contract

- A. The nonrenewal of a limited contract shall be governed by Ohio Revised Code §3319.11 and the evaluation procedure in this Agreement.
- B. A teacher whose limited contract is not to be renewed may request and shall be granted a private conference with the Superintendent and/or his designated representative before such action is taken.

### 9.04 Criminal Background Check

The Board shall conduct a criminal records check of prospective new teachers in the manner prescribed by law and at the applicant's cost. A new teacher shall be considered conditionally employed until the results of the criminal records check are received. If the new teacher has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The teacher in this situation shall not be entitled to any further due process from the administration or the Board.

## 9.05 Evaluation Procedure

9.051 The teacher evaluation program effective is incorporated into this Agreement effective January 16, 2005, and shall remain in full force and effect until a successor program is negotiated by the parties. The District Evaluation Committee will make recommendations to the parties regarding any changes to the program.

9.0511 The district transformation team will monitor all developments from the Ohio Department of Education relative to mandatory teacher evaluation instruments. The Board and the Association will retain the right to supersede the law relative to the teacher evaluation procedure.

The transformation team will serve as the district evaluation committee. This committee will make recommendations concerning pilot evaluation programs, walk-through models, and all modifications to the current procedure.

9.052 Observations for evaluating subject matter instruction should be of sufficient time to accomplish the purpose of the evaluation and should occur on a routine school day and not on the last day before or the first day after a student break. All monitoring or observations for the purpose of evaluating a teacher shall be conducted openly and with the full knowledge of the teacher. The Evaluator/Observer shall hold a supervisory certificate/license.

9.053 All certificated staff members will participate in the evaluation process according to the following guidelines: teachers and other members of the unit with one-year contracts will participate in Phase I; those with continuing contracts and completing a multi-year contract will participate in Phase II.

### 9.0531 PHASE I

9.05311 Teachers in Phase I will be evaluated at a minimum of two (2) times a year. Each evaluation shall consist of-

- a pre-observation conference between teacher and evaluator
- an observation of a minimum of forty (40) minutes or one (1) class period
- a post-observation conference between teacher and evaluator within three (3) days or as soon as possible

- 9.05312 The "Pre-observation Conference" form shall be completed by the teacher in advance of the pre-observation conference or by the teacher and evaluator collaboratively at the conference, based on preference of evaluator.
- 9.05313 Evidence collected from classroom observations will be recorded on either classroom observation Form A or Form B, based on preference of evaluator.
- 9.05314 The first evaluation cycle which includes a pre-observation conference, a classroom observation, post-observation cycle will be conducted between the third week of school through December 1. The second cycle which includes a pre-observation conference, a classroom observation, a post-observation conference, and evaluation report conference will be conducted from the beginning of second semester through March 30.
- 9.05315 The evaluator may, at his/her discretion, elect to conduct one (1) or more unannounced observations without a pre-observation conference. Each of these observations shall include a post-observation conference and shall utilize the same forms as above.
- 9.05316 At the conclusion of the first cycle evaluation, evaluator and teacher will complete the Phase I Observation Report. At the conclusion of the second evaluation cycle, the evaluator and teacher will complete the Evaluation Report, this report will include contract recommendations for the following year(s). Both evaluator and teacher shall leave the conference with a copy of the report.

9.0532 PHASE II

- 9.05321 Teachers who are on continuing contracts or on multi-year contracts will follow one (1) of three (3) options for evaluation:
- A) complete a Personal Action Plan,
  - B) complete a Professional Growth Project,
  - C) follow the Phase I evaluation process.

The determination, as to which option these teachers will utilize, will be mutually agreed upon by both teacher and evaluator. If both cannot agree on one option, then the teacher and evaluator will follow the Phase I process.

- 9.05322 Teachers/evaluators selecting option A or B above shall have a minimum of three (3) conferences; a planning conference in May or June of the prior school year or within one (1) month of the beginning of the school year, a mid-year conference by the beginning of the second semester and a final conference by March 30.
- 9.05323 Evaluators shall complete at least one (1) classroom observation of Phase II teachers utilizing option A or B. These observations shall occur after the planning conference and before the final conference. Evaluators shall strive to observe classrooms for a minimum of one (1) class period, if possible.
- 9.05324 At the final conference, the teacher and evaluator will complete the Phase II Evaluation Report. This report will include a recommendation for contract for the following year(s) if appropriate. Both teacher and evaluator shall leave the conference with a copy of the report.
- 9.054 The teacher and Evaluator/Observer shall sign the observation instrument, and both shall also sign any evaluation form to be submitted by the Evaluator. Signature by the teacher shall not indicate agreement, and the teacher may submit a written answer to rebuttal or comments which shall be attached to the file copy of the evaluation form in question.
- 9.055 If the evaluator identifies areas to strengthen on the Observation Report, the teacher has until the next scheduled evaluation to correct such deficiencies. Identified areas that are not improved may be determined deficient.
- 9.056 A teacher may be placed on an Improvement Plan to address deficiencies identified by the evaluator. The Evaluator will conduct a conference with the teacher at which time copies of the plan will be signed and distributed to both parties.
- 9.057 By April 10, an appraisal summary form with the principal's contract recommendation shall be forwarded to the Superintendent and the teacher.

Such recommendations shall be supported by the data contained in the observation and appraisal forms.

9.058 On a three (3) year rotating basis, each continuing contract teacher shall be formally evaluated at least once during the evaluation year. Continuing contract teachers may be subject to formal evaluations more often than every three (3) years, if necessary.

9.059 This procedure is meant to supersede and replace the provisions of ORC 3319.11 and ORC 3319.111 as they relate exclusively to evaluation procedures.

#### 9.06 Political Activity

9.061 No teacher shall engage in partisan political activities upon school property. "Property," as used herein, includes school premises, property owned by the Board, and property in the possession of the Board, whether the possession be through lease or otherwise. However, outside of on-duty hours, teachers have the same rights as all other persons to participate in partisan party political activities.

9.062 Except as permitted under the Ohio Revised Code, the following activities upon property under the jurisdiction of the Board are specifically prohibited:

- A. Posting of partisan party political circulars or petitions on bulletin boards.
- B. The distribution to teachers, whether by placing in their school mailboxes or otherwise, of partisan party political circulars or petitions, United States mail being excepted.
- C. The collection of and/or solicitation for campaign funds for candidates of a given political party.
- D. Solicitation for campaign workers.

9.063 Violation of any of the foregoing rules shall, at the discretion of the Board or its executive officer, constitute cause for reprimand. In repeated cases, violation may result in discharge or dismissal.

9.064 Nothing in these rules shall prevent:

- A. The dissemination of information concerning school levy and/or

school bond elections.

- B. The discussion and study of politics and political issues when such discussion and study are appropriate to classroom studies, such as: history, current events, and political science.
- C. The conducting of student and teacher elections and campaigning connected therewith.
- D. Nothing contained in this article shall be construed to inhibit or restrain any teacher from exercising the free exchange of ideas or philosophies relative to academic freedom.

#### 9.07 Personnel Files

9.071 The one and only official personnel file for each teacher shall be maintained in the office of the Board.

9.072 Teachers shall have access without an appointment to their individual personnel files with the exception of original employment documents during regular hours of operation of the Board offices.

9.073 Records are to be complete and unabridged and will include: evaluations signed by the teacher acknowledging receipt of copy, complaints, Certification/Licensure, and items deemed necessary by Ohio law, State Department of Education regulations, and the Board.

9.074 The Superintendent is appointed the custodian of both pupil and personnel records on behalf of the Board. None of such records or information within such records shall be released in all or part without compliance with all applicable privacy laws. The Superintendent may delegate to other administrators the function of complying with requests for such records after taking proper steps for determination of the validity of the request, and the necessity of the school district's compliance with it.

9.075 No employee shall release any such restricted information from the contents of a pupil or personnel record other than information contained in Board minutes or other public documents. Employees who are found to have violated these restrictions may be subject to removal from service in accordance with state law. Student records may be used by teachers during parental conferences.

9.076 No anonymous letters or materials shall be placed in any teacher's file, nor

shall they be made a matter of record.

- 9.077 In the event the Supervisor/Principal desires to place any documentation, including documentation regarding any disciplinary action taken, in the official personnel file, the Supervisor/Principal shall reduce the documentation to writing and provide the employee with a copy of the dated written documentation including any witness statements regarding the incidence. This documentation shall be dated and signed by the employee to acknowledge receipt. This signature shall not be deemed to be an acknowledgement of the facts set forth in the documentation. The teacher shall have the right to attach a written statement to such documentation. The Supervisor/Principal shall date and sign the statement furnished by the employee to acknowledge its receipt. Such signature shall not be deemed an acceptance of the facts and/or positions of the teacher in the teacher's statement.
- 9.078 Teachers shall be entitled to make a copy of material in their files, except for material supplied prior to employment.
- 9.079 Teachers may review their personnel files and may request a meeting with the Superintendent to remove materials from their file. At such time the teacher and Superintendent may mutually agree to remove materials from the file. Absent agreement, the teacher has all rights pursuant to Chapter 1347 of the Ohio Revised Code.
- 9.0710 Nothing in this Article precludes a teacher's Supervisor/Principal from maintaining a file and/or dated anecdotal notes regarding an employee. However, such notes are not considered part of the employee's official personnel file and will only be considered for action purposes when documented and placed in the official file.
- 9.0711 Disciplinary action or complaints placed in a teacher's file will be expunged from an employee's personal file after thirty-six month if there has been no other discipline imposed during the past thirty-six months in accordance with the Xenia Board of Education Record Retention Policy or the State's Record Retention Policy. It is the responsibility of the employee to request the expungment of the material to the personal director.
- 9.08 Vacancies, Transfers and Reassignments
- 9.081 A. During the school year, notification of vacancies and openings/new positions will be distributed to each XEA building representative and the building principal shall post such notice on the day the notice is

received. All notices must have beginning and ending dates. During the summer recess, vacancy notices shall be posted in the three (3) secondary buildings, mailed to the Association President and filed with the central office receptionist.

- B. Vacancy notices shall be posted on each faculty bulletin board, and shall be posted for a period of ten (10) work days or a mutually agreed shorter time period, and shall contain the following information:
  - 1. Qualifications
  - 2. Certification or training required
  - 3. Description of the job
  - 4. Title of supervisor
  - 5. Location of work
  - 6. Date of posting and last date to apply
- C. The administration shall first move teachers by reassignment within individual schools to appropriate positions.
- D. Qualified teachers are to be given first consideration by Certification/Licensure and seniority as positions are filled. Teachers requesting a transfer to another position for the beginning of a school year should complete a form provided by the Director of Personnel's office. Such forms, indicating a desire for transfer, shall be returned to the Director of Personnel by April 1 of each year.
- E. Persons who have completed voluntary transfer forms and are qualified by Certification/Licensure shall be contacted first as openings occur.
- F. Qualified teachers may have the opportunity to apply and interview for administrative vacancies.

#### 9.082 Voluntary Transfer

Notification of vacancies as defined in section 16.019 is to be given to the Association and, during the school term to each building representative and Principal. A teacher may still apply for a transfer to another position after April 1 but before July 15, only if that position became available after April 1. The Principal shall post such notification on the office bulletin board.

- A. Procedures: Teachers who desire to transfer to another position should complete a form provided by the Director of Personnel. Such form

indicating a desire for a transfer shall be returned by April of each year.

1. Properly certified/licensed teachers are to be given first consideration as positions are filled.
2. The notification of vacancy is to include Certification/Licensure required, grade level/subject area and building assignment.
3. In acting on request for voluntary reassignment and/or transfer, the following criteria will be applied in the order given below:
  - a. Certification/Licensure
  - b. Teaching assignment
  - c. Seniority
4. Voluntary requests for transfer will be considered only for the school year immediately following the request and will not be honored for the school year in session. Mid-year vacancies shall be filled by a limited contract teacher for the remainder of the school year. The position will be posted for current teachers during the summer months.
5. Voluntary requests for transfer will not be honored during a reduction in force situation.

B. Any requests for transfer must be initiated annually.

A teacher who has applied for transfer may request of the Director of Personnel a brief written statement of reasons for rejections of their written request for transfer after a vacancy for which they applied was filled.

#### 9.083 Involuntary Transfer

Transfers made for the convenience and necessity of the school district, as interpreted and administered by the Superintendent, shall proceed as follows after consideration of requests for voluntary transfer to the vacancy.

- A. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable.
- B. When an involuntary transfer or reassignment is necessary, a teacher's area of Certification/Licensure and relevant teaching experience will

be considered in determining which teacher is to be transferred or reassigned.

- C. Before an involuntary transfer or reassignment is made, the teacher may request a meeting with the Superintendent at which time the teacher will be notified of the reasons for the transfer. At such meetings teachers may indicate their preference for vacancies within the building to which they are to be transferred. No teacher will be transferred or reassigned as an act of reprisal.

#### 9.084 Transfer Policy During Consolidation

During any consolidation of buildings, the teaching staff of the closed building will be reassigned as follows:

- A. Vacancies district-wide shall be posted.
- B. By seniority, the teachers shall choose such positions available.
- C. Ties in seniority shall be broken by lot.

If an insufficient number of vacancies exist to accommodate the displaced staff, district's reduction in force policy shall take effect.

9.085 Seniority shall be defined as the teacher with the longest continuous service (see section 16.017) and a continuing contract will be the most senior to the least continuous service with a continuing contract. Then the teacher with the longest continuous service with a limited contract to the least continuous service with a limited contract. Part time teachers shall have their days converted into continuous years.

#### 9.09 Reduction in Force

Reduction in force will be through suspension of teacher contracts made necessary by reason of decreased pupil enrollment, return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the district and shall proceed as follows:

9.091 The Superintendent shall recommend suspension of contracts to the Board within each active teaching field affected by giving first preference to teachers on continuing contracts and second preference to teachers who have greater continuous service.

9.092 Teachers whose contracts are to be suspended shall receive notice of such recommendation as early as possible but no later than at the time such recommendation is to be placed on the agenda for Board consideration.

9.093 All teachers with identical continuous service and qualifications under this procedure shall be transferred, suspended and restored in accordance with following procedure. If it appears that identical service exists, the following will be used to determine greater continuous service.

1. Date of Board Approval for Hire: In the event that is the same then:
2. Date Application was received by the district: If no date of receipt is noted by stamp, refer to the application date.
3. If the criterion is also equal then seniority shall be granted to the teacher who is certified to teach the greatest number of subjects offered by the district.

9.094 Such right of restoration as to suspended limited contracts shall be for a period of eighteen (18) calendar months after the effective date of suspension of the contract. Teachers who wish restoration shall keep their current address on file with the Treasurer of the Board. Teachers who do not respond to a restoration notice for five (5) school days (or fifteen (15) calendar days when school is not in session) after receipt of the notice by restricted certified mail (or if such notice is returned undelivered) shall forfeit all rights of restoration.

9.095 A master teacher list of names, areas of certification and length of continuous service will be maintained for the purposes of implementation of this provision and will be updated annually in October.

9.096 First recall rights shall be in order of seniority of tenured teachers by the teacher's area(s) of Certification/Licensure.

9.097 If the vacant area(s) cannot be filled by recall of tenured teachers, then non-tenured teachers shall be recalled by seniority and by area(s) of Certification/Licensure.

#### 9.10 District Transformation Team

The District Transformation Team shall develop and recommend a Peer Assistance Review Program to be piloted in 2011-2012 and fully implemented in 2012-2013.

## ARTICLE X

### 10.00 WORK YEAR AND WORK DAY

#### 10.01 Length of School Year

10.011 The contracted teacher work days shall consist of 183 days for teachers:

180	days of instruction
2	days in-service
<u>1</u>	record keeping day, at the end of the second semester
183	days

It is agreed that all teacher checkout procedures will begin a week prior to the last student day.

Days required to be made up due to calamity or other legal requirement shall be scheduled by the administration after submission of the proposed schedule to the Labor-Management Committee for recommendation.

#### 10.012 WOE A Day

One day in October shall be a school holiday for students to permit teachers to attend district professional or organizational meetings. (To conform with - W.O.E.A. calendar)

Such day is in addition to the 183 days. Participation in W.O.E.A. day is the sole responsibility of the teacher and is not considered as a day for which teachers are compensated.

#### 10.013 Records Day

Records shall be completed by the close of the teacher's day on the 183rd day.

#### 10.02 Length of School Day

10.021 Teachers are to fulfill their job responsibilities seven and one-half (7 1/2) hours daily.

10.022 Duty schedule and/or changes in duty schedules in a building will be worked out by the staff and the building principal, and shall include at least a thirty (30) minute duty-free lunch period (as prescribed by law) and

preparation time for elementary of forty-five (45) minutes or the equivalent of one (1) class period on the secondary level.

10.023 The elementary student day (grades 1-5) of six (6) hours, including lunch, the middle school (6-8) student day of six (6) hours and forty-five (45) minutes, and the secondary student day of six hours and fifty-three (53) minutes, including lunch, shall not be changed except for the following reasons: state and federal mandates; energy crisis or calamity.

10.024 The Superintendent of Schools shall establish the clock hours the various buildings are to operate providing that the teacher's regular working hours shall not begin before 7:10 a.m. or extend beyond 3:30 p.m.

### 10.03 In-Service Programs and Staff Meetings

10.031 Teachers may be required to attend in-service programs and staff meetings, either building or system-wide, which are held during the school hours and school calendar year. Teachers may be invited to attend other meetings held outside the school day, but attendance is not mandatory

10.032 Teacher visitation to other classes, schools, or school systems are feasible when arranged through the Principal and central office staff. Teacher visitations should be directly related to the teacher's classroom learning activities or to some other facet of the school's educational program and must have administrative approval.

10.033 Teachers are encouraged to continue their education through attending graduate classes, workshops, clinics, and local area meetings. Teachers will be compensated for credits earned in accordance with Board adopted salary schedules.

10.034 Time demands for in-service training programs and/or staff meetings shall be limited:

A. Two (2) meetings per month of one (1) hour duration beyond teacher day.

B. Two (2) meetings per month of one (1) hour duration to begin after the instructional day of teacher day; this will be determined by the building staff.

C. Above meetings will be organized by building staff in conjunction with Central Office staff for improvement of the operation and

instructional program of the District.

- D. Except for team members, mandatory IAT meetings and IEP meetings for which no substitute is provided and held beyond the teacher's workday will be compensated at the rate of ten dollars (\$10.00) per meeting.

## ARTICLE XI

### 11.00 WORKING CONDITIONS

#### 11.01 Class Size

- A. An effort will be made in scheduling to keep class size as small as possible and to equalize, to the extent feasible, class size and class loads within each building. The Administration will attempt to meet the pupil/teacher ratio outlined in this Agreement. To the extent possible or practical, considering all relevant factors, the Administration will make an effort to equalize the distribution of all class loads at the secondary level.
- B. Inclusion students are considered in the class size count. The Building Principals will adjust class loads as equitably as possible by the Friday following Labor Day within their respective buildings. If class loads still exceed the following ratios and cannot be adjusted within the building, the Superintendent or his/her designee will make further adjustments by September 30. Every attempt shall be made to keep regular instructional classes at the following ratios:
- K - 5 : 25 or less  
6 -12 : 30 or less
- C. To assist in controlling class size, spring open enrollment numbers will be limited to 22 students per K-6 class and 27 students per 6-12 class to allow for enrollment of additional native students. In the fall, class size limited will be in accordance with Article 11.01 B.
- D. For high school where practical, an attempt will be made to limit preparations to no more than three (3) per day and to meet the goal of five (5) classes per day per teacher.

#### 11.02 Least Restrictive Environment

- A. The administration shall make a reasonable effort to equitably assign children with current IAT and/or IEP consideration at each grade and/or subject level.
- B. The administration shall make reasonable efforts to notify each teacher at the respective grade level at the affected building regarding IEP meetings and will notify teachers of all assignments. All non special/regular education teachers who have children with disabilities students may be a part of the development of the IEP, either by attending the IEP meeting or by giving

input to the regular education or special education teacher who will be attending the meeting. Any teacher assigned a child with disabilities may ask to reopen the IEP if the student does not appear to be making successful progress and/or passing the class.

- C. The regular classroom teacher shall not be responsible for any lifting, diapering, toileting or procedures such as catheterization for any student

### 11.03 Assignment of Student Teachers

- 11.031 The Director of Personnel has the primary responsibility for assignment of student teachers.
- 11.032 The assignment of any college or university student teacher or student engaged in field-based experiences (observations) to a teacher shall be accomplished only with the concurrence of the teacher involved. If a teacher accepts such student teacher, any fiduciary or pecuniary agreement is between the teacher and the student teacher's host college or university.
- 11.033 Teachers selected to supervise student teachers shall meet the criteria of the student's institution of higher learning.
- 11.034 The activities and learning experiences as contained in the institutions "Student Teacher Training Manual," shall be directed by the training school as approved by the Director of Personnel of the District.

### 11.04 Distance Learning

Distance learning is defined as classes transmitted by videotape, live video feed, interactive video, or computer modem.

- 11.041 Teachers who videotape lessons or engage in distance learning will not be formally evaluated through the use of the videotaped lesson or interactive video instruction without following the existing evaluation process of the District.
- 11.042 Videotape sessions become the property of the classroom teacher.
- 11.043 Any reduction of teaching positions due to distance learning will be discussed in Labor Management Committee.
- 11.044 Classroom visitors must make prior arrangements with the building principal and the classroom teacher before observing a class being taped or

a class receiving a session on video tape/interactive video instruction.

#### 11.05 Lesson Plans

Teachers shall submit lesson plans as requested by the administration. Weekly plans shall be in a format that reflects daily activities.

#### 11.06 Grants

- A. On an annual basis, the Association will designate a representative(s) to provide input for grant proposals. The Association recognizes that the timeline dictated by some grants may preclude this collaboration.
- B. The Transformation Team and the building administrator and/or building leadership team will be charged with developing guidelines for implementation.

The Transformation Team consists of an equal number of Association members and administrators. These members are appointed by the Association President and Superintendent.

- C. The school district will share grant evaluations with all appropriate staff when submitted.

## ARTICLE XII

### 12.01 SHARED STAFFING

Shared staffing shall be defined as the duties and responsibilities of one specific teaching assignment being voluntarily shared by two employees for a specific length of time. No more than two (2) employees may share a single specific teaching assignment. No shared staffer can work less than forty (40) percent (%) of the position.

- 12.011 A teacher must have completed three (3) years of service in the District to be eligible for a shared staffing assignment.
- 12.012 Shared staffing assignments shall be limited to no more than six (6) current full-time positions in any school year. Priority for such assignment requests shall be given to teachers with greater district seniority.
- 12.013 Shared staffing assignment requests by teachers will be considered/granted for child care related reasons or any other reason approved by the Superintendent.
- 12.014 Shared staffing shall not be implemented for the purpose of avoiding the filling of a full-time position, to cover work of employees on RIF, nor to achieve a reduction in benefits.
- 12.015 All leaves and other privileges shall be in accordance with the appropriate provisions of the current Agreement.
- 12.016 While in a shared staffing position, a teacher will earn sick leave at the rate of .75 days per month.
- 12.017 Shared Staffing partnerships must last through the end of the school year.
- 12.018 Teachers requesting and receiving a shared staffing assignment must agree to be covered by their spouse's medical, dental and life insurance plans while on such shared staffing assignment. If the spouse is not covered by any insurance plan, the teacher must pay a pro rata rate of the monthly premium costs for any insurance coverage offered through the District.
- 12.019 Teachers shall be paid their salary according to their placement on the salary schedule, pro-rated to the percentage of the full-time job for which

they are contracted.

- 12.0110 The job sharing team shall present a proposed teaching schedule, including all building responsibilities, to the appropriate building principal. While it may not be possible, efforts shall be made to make the teaching schedules and responsibilities as equal as possible. Members of a team shall not be assigned duties or responsibilities in excess of a regular full-time position. The schedule shall be approved by the principal. Both members of the team shall attend orientation day, inservice day, open house and system-scheduled parent conferences. Staff meetings will be attended by one member of the team depending on when they are held (a.m. or p.m.), and that member shall inform the other member of the team of the meeting content.
- 12.0111 Teachers through the job sharing assignment who do not work 120 days under contract in a given school year may substitute in other assignments in order to receive one year of service credit with the STRS. Teachers not working 120 days under contract per year will move on the pay scales of the salary schedule one step every two (2) years.
- 12.0112 The Board shall reinstate all eligible job-sharing members to full-time status before hiring personnel from outside the district to fill a position for which the eligible job-sharing member has applied and is certified/licensed.
- 12.0113 The Board may, but is not obligated to, grant employees' requests to be assigned to a shared staffing position.
- 12.0114 The decision by the Superintendent or his/her designee to grant or deny a request by an employee for a shared staffing position is final and not grievable. An employee denied a shared staffing assignment shall, upon request, have a conference with the Director of Personnel to review the denial.
- 12.0115 Shared Staffers are considered part-time teachers.

## ARTICLE XIII

### 13.00 MISCELLANEOUS

#### 13.01 Chronic Communicable Diseases

##### Purpose

The District desires to protect the rights of individuals who may be infected with a chronic communicable disease as well as the non-infected students, staff and school community members. The purpose of this policy is to address issues and concerns which arise when an employee is suspected, identified or verified as being infected with a chronic communicable disease.

Control of a chronic communicable disease is essential to assure the health and safety of all persons in the school community. Early identification and implementation of appropriate control measures serve to limit the spread of these diseases. In response to growing concerns, these measures are outlined in this policy.

The principal philosophy which will guide this district's response to these issues is that each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.

##### Non-Discrimination

A teacher who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than a teacher with any other medical disability and will be provided the full protection of Federal and/or State law.

No teacher shall be subjected to random testing for chronic communicable disease.

##### Confidentiality

The Board and all teachers of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

##### Medical Evaluation Criteria

The need of a medical evaluation may arise in one of the following ways:

1. A teacher may voluntarily inform a school administrator that he/she has a chronic communicable disease.

2. A teacher may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the teacher to review concerns. During this conference, the teacher may acknowledge contraction of chronic communicable disease.
3. If it is not ascertained at the previous private conference that the teacher has contracted a chronic communicable disease, and the administrator observes continuing further and obvious deterioration of symptoms and conditions which begin to negatively affect the performance of the employee teacher; the administrator shall request a second conference with the teacher to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at that time or shall refer the matter to the Superintendent.

The administrator shall keep the Superintendent informed of the results of each situation as outlined in paragraph 1, 2, or 3 above. If, as a result of the information received from the administrator, the Superintendent determines that there is a need for a medical examination and review, the Superintendent shall convene a Medical Review Board comprised of the following:

- a. A physician selected by the teacher
- b. A physician selected by the Board
- c. The Greene County Health Commissioner or his/her designee.

The Medical Review Board shall provide for an examination of the teacher and may obtain upon written voluntary authorization of the teacher, all relevant and pertinent medical information from the teacher's personal physician.

The report rendered by the Medical Review Board shall be restricted to an evaluation of the teacher's medical condition and shall clearly provide whether or not the teacher has been infected with a chronic communicable disease. If so, then the Medical Review Board shall determine:

4. Whether or not the teacher's current medical condition imposes a health risk to others in the school environment and the rationale for the finding. In making that determination, the Medical Review Board shall consider:
  - a. The nature of the risk of the teacher's medical condition
  - b. The duration of the medical condition
  - c. The severity of the risk of the medical condition
  - d. The probability the disease will be transmitted
  - e. Other relevant factors.

5. The Medical Review Board shall make a recommendation to the Superintendent that the teacher should be:
  - a. Admitted to work unconditionally
  - b. Admitted to work under restrictive conditions, or
  - c. Not admitted to work.

The report of the Medical Review Board shall be in writing and shall set forth reasons for its recommendations.

All costs of the Medical Review Board shall be borne as follows:

1. Teacher's physician - any cost not borne by teacher's insurance shall be paid by the Board.
2. Board Physician - cost paid by Board.
3. County Health Commissioner (no costs involved).

If elimination of the health risk requires the implementation of a temporary or permanent removal of a teacher with a chronic communicable disease, the employer shall comply with the provisions of this contract and ORC 3319.13.

#### Sick Leave/Disability Retirement

A teacher diagnosed to have a chronic communicable disease shall have full access to sick leave, FMLA and disability leave as provided by this Agreement and Ohio Revised Code.

### 13.02 Occupational Safety and Health

- A. The Board retains the exclusive authority to adopt and implement policies and procedures required by Chapter 4167, Revised Code, or any regulations adopted under the authority of Chapter 4167, Revised Code.
- B. Report Internally First
  1. Complaints regarding health and safety concerns should be brought to the attention of the Building Administrator as soon as the concern is known. The Building Administrator will reply to the teacher in writing within five working days as to how the problem has or will be solved. Necessary action to remove the health or safety hazard will be initiated and the hazard will be corrected as soon as possible. If the teacher does not receive notification within five working days, OSHA will be notified.

2. The Board along with teachers has the responsibility to provide a safe working environment.

C. Right to Reassign

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the teacher acting in good faith reasonably believes presents an imminent danger of death or serious harm to the teacher, the teacher will immediately notify his/her supervisor of the condition. The teacher may be temporarily reassigned while the condition is being investigated and/or corrected.

D. Discrimination to be Grieved

A teacher who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code may use the grievance procedure in this Contract as the means for asserting such a claim.

### 13.03 Bloodborne Pathogens Exposure Control Plan

The administration of the District recognizes the potential danger to certain staff that could result from occupational exposure to blood borne pathogens (BBP) as addressed by OSHA's Occupational Exposure to Bloodborne Pathogens Final Rule (29 CFR 1910.1030). We also acknowledge the need for protecting teachers from this risk. Realizing that it is in the best interests of management and teachers, we support and desire to comply fully with the letter, spirit, and intent of this rule. The Board adopted a Bloodborne Pathogen Expose Control Plan on July 10, 1995.

The Board will make an effort to protect the teachers from exposure to blood-borne pathogens in the work place and will make available to all teachers such prevention measures recommended by health care professionals or other governing health and safety organization.

## ARTICLE XIV

### 14.00 NO STRIKE/LOCKOUT

14.01 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 teachers or the Association.

## ARTICLE XV

### 15.01 Local Professional Development Committee

In accordance with ORC 3319.22 and legislature approved state guidelines, a local professional Development Committee (LPDC) shall be formed to establish and review the standards and requirements for obtaining professional educator licenses.

- 15.011 LPDC Membership: The LPDC shall be comprised of seven (7) members. Four (4) shall be teachers. A stipend shall be paid to LPDC teacher members. Three (3) members shall be administrators appointed by the Superintendent. There shall be an eighth member who shall be appointed by the Superintendent when an administrator requests an administrative majority while presenting the administrator's IPDP. One teacher will step down in this event.
- 15.012 Teacher Members: Four (4) teacher members shall be appointed as per the XEA Constitution and By-laws. There shall be one teacher member from the High School, Middle School, Elementary, and from Special Education.
- 15.013 Terms of Teacher Members: Teacher members shall serve a term of two (2) years in a staggered rotation as per the XEA Constitution and By-laws.
- 15.014 Vacancy: In the event there is a vacancy for a teacher member on the LPDC, a new member will be appointed as per the XEA Constitution and By-laws to fulfill the vacant term.
- 15.015 LPDC Operating Procedures: Members of the LPDC shall elect a Chairperson at the first meeting. Additionally, the LPDC shall determine its operating procedures and meetings schedule by simple majority vote. Meetings shall be held when possible outside the school day.
- 15.016 A quorum shall be a majority of the total committee membership. During June, July and August, either the Superintendent or the Director of Personnel has the authority to sign and process certificate/license requests.
- 15.017 Teacher Individual Professional Development Plan: In accordance with ORC 3319.22 and the Department of Education Regulation, each educator who desires to fulfill the license renewal is responsible for the design of an Individual Professional Development Plan subject to approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the District.

15.018 Clerical/Records Keeping: The Board shall be responsible for clerical services and record keeping files for the LPDC.

15.019 Appeals:

- A. In the event a LPDC decides to reject an IPDP, such decision shall be communicated in writing to the affected employee within fourteen (14) calendar days. Such communication shall include a brief statement as to why the IPDP is being rejected.
- B. Likewise, in the event a LPDC decides that an employee has not successfully completed his/her IPDP, such decision shall be communicated in writing to the affected employee within fourteen (14) calendar days. Such communication shall include a brief statement as to why the LPDC does not believe the IPDP has been successfully completed.
- C. In either event, the affected employee may request in writing to appear before the LPDC to seek a reconsideration of the LPDC's decision. Such request must be made in writing to the chairperson of the LPDC within fourteen (14) days of the employee receiving notice of the LPDC's decision. The LPDC chairperson will arrange a meeting between the affected employee and the LPDC within fourteen (14) days of receipt of the request for an appearance. At that meeting, the employee shall be given a reasonable amount of time to speak with and question the committee. At the end of such time, the LPDC will issue its final determination to either sustain or reverse its earlier decision.
- D. Provided the affected employee has utilized the internal appeals process established above, the affected employee may appeal an adverse decision to the Ohio Department of Education. Such appeal must be in writing, copied to the LPDC chairperson, and submitted within fourteen (14) days of receipt of the LPDC's final determination.
- E. Sunshine Law: The LPDC shall be responsible for compliance with the Sunshine Law.

15.02 Resident Educator Program

Mentor Requirements:

Mentors shall have at least five years of successful classroom teaching experience, three of which must be in Xenia.

The mentor will complete training offered by the Ohio Department of Education, or local training offered by the Resident Educator Program Director.

#### Mentor Assignment

Mentors will be assigned by the Director of Personnel in collaboration with the Building Principal and the Resident Educator Program Director. Efforts will be made to match mentors and Resident Educators with subject area/grade level similarity.

#### Mentor Stipends

The Board will pay a yearly stipend of \$1,200.00 per teacher mentored. Should the mentor resign, or otherwise be replaced, a pro rata stipend shall be paid to the affected employees.

#### Resident Educator Participation

A Resident Educator is defined as a teacher on a two year provisional license. Participation in the program is compulsory for all teachers on a two year provisional license.

#### Release time

Every effort will be made to offer release time for mentor teachers and resident educators for observations and professional meetings. Mentors will be provided with three ½ days of release time during the school year for the purpose of completing classroom observations of Resident Educators.

#### Scope and Sequence of Program

The Resident Educator Program will be determined jointly by the Resident Educator Program Director and the Director of Personnel. The Association and the Board agree to abide by the guidelines established by the Ohio Department of Education for the Resident Educator Program. The success of the program is dependent upon the collaborative efforts of the Association, the Board, and Resident Educator Program Director.

## ARTICLE XVI

### 16.00 EFFECTS OF CONTRACT

#### 16.01 Definitions

- 16.011 "Professional negotiations" shall mean good faith negotiations between the Board and Association, with respect to wages, hours, terms and other conditions of employment.
- 16.012 "Good faith negotiations" means the mutual obligation of the Board and Association to meet at reasonable times and confer in good faith with respect to professional negotiations, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.
- 16.013 "School" means any work location.
- 16.014 "Administrator" means non-teacher personnel whom wholly or in part evaluate and supervise teachers who are those persons defined in Section 2.07 of the Board of Education policies.
- 16.015 The term "teacher" shall mean members of the bargaining unit noted in Article I.
- 16.016 "Building Representative" means the agent of the Association within the assigned work location.
- 16.017 "Continuous service" is that time period of unbroken continuous employment from the date of initial employment (or most recent reemployment after a break in continuous service) and shall include all time on sick leave, leave of absence (including military) approved by the Board and disability retirement up to five (5) years.
- 16.018 "Break in continuous service" shall mean a termination of continuous employment due to resignation, retirement for other than disability reasons, contract non renewal (for more than sixty-three (63) school days after the expiration of the contract) or termination, or failure to return to work at the expiration of any leave of absence.
- 16.019 "Vacancy" shall mean an open teaching assignment resulting from Board action to terminate or nonrenew a teacher, to accept the resignation of a teacher, or to create a new teaching assignment

16.020 "Assault" shall mean a violent attack, either physical or verbal.

16.021 "Least Restrictive Environment" means that, to the maximum extent appropriate, handicapped children, including children in public or private institutions or other care facilities, are educated with children who are not handicapped, and that special classes, separate schooling, or other removal of handicapped children from the regular educational environment occurs only when the nature or severity of the handicap is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

## 16.02 Severability

In the event there is a conflict between a provision of this Contract and O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, O.R.C. 4117.10(a) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision.

All other provisions of this Contract which are not in conflict with O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Contract, there is a change in O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

## 16.03 Nondiscrimination

The Board and the Association will not discriminate against any teacher on the basis of race, creed, color, age, sex, national origin, handicap, marital status, membership or non membership in the Association, or participation or nonparticipation in the

activities, including negotiations, or the Association.

#### 16.04 Amendments

16.041 This Agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

16.042 The Board shall notify the Association President of any plans for reorganization prior to any final decision.

#### 16.05 Maintenance of Standards

All contractual terms and conditions of employment specifically negotiated and applicable on the effective date of this contract to the employees covered by this contract shall continue to be so applicable during the term of this contract.

## ARTICLE XVII

### 17.00 Employment of Retired Licensed Personnel

- A. During the term of this Agreement, the Board is authorized to fill any bargaining unit vacancy with a previously retired licensed applicant (i.e., retired from any public school District in Ohio) subject to the conditions provided below.
- B. For purposes of salary schedule placement, a previously retired teacher ("PRT") shall be granted a minimum of 10 years of service credit upon initial employment except for those employees that have already been hired by the District.
- C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.
- D. The employment contract for a PRT shall only be a one-year limited contract that states the date of expiration. The PRT shall not be eligible for continuing contract status.

ARTICLE XVII

18.00 DURATION

18.01 Heading

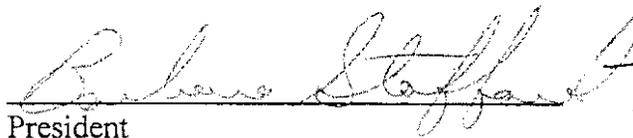
The headings of the various sections of the agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the section to be designated.

18.02 Duration

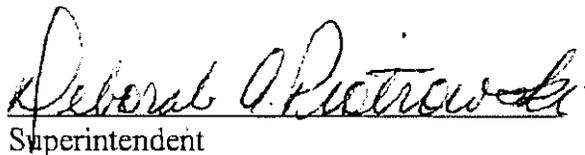
This Agreement shall be effective as of June 15, 2011 and shall continue in effect until midnight June 30, 2013.

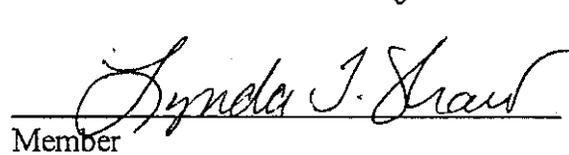
For: Xenia Board of Education

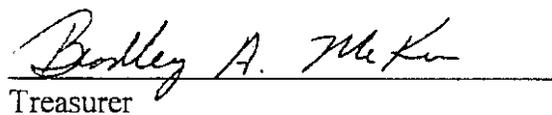
For: Xenia Education Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Labor Relations Consultant

**THE XENIA COMMUNITY SCHOOLS  
GRIEVANCE REPORT FORM  
XENIA EDUCATION ASSOCIATION**

GRIEVANCE # \_\_\_\_\_

---

Name of Grievant \_\_\_\_\_ Assignment \_\_\_\_\_

Building \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_

Step I

A. Date Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievant \_\_\_\_\_

\_\_\_\_\_

1. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

C. Discussion by Supervisor \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

STEP II

A. Position of Grievant and/or ASSOCIATION \_\_\_\_\_

---

---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date received by the Superintendent \_\_\_\_\_

C. Disposition by the Superintendent \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP III

A. Position of Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

B. Date Submitted to Arbitration \_\_\_\_\_

C. Disposition and Award of Arbitration \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

XEA Salary Schedule Effective 2011-2012 and 2012-2013 School Years

Base = \$33,290.56

STEP	BA 1	BA+150 2	MA 3	MA+15 4	MA+30 5	<BA 6
0	36,453.16 1.095	36,453.16 1.095	36,619.92 1.1	38,284.14 1.15	39,948.67 1.2	27,035.26 0.8121
1	36,453.16 1.095	36,702.84 1.1025	38,700.28 1.1625	40,531.26 1.2175	42,279.01 1.27	27,564.58 0.828
2	36,453.16 1.095	38,450.60 1.155	40,780.94 1.225	42,778.37 1.285	44,609.35 1.34	28,107.22 0.8443
3	38,034.46 1.1425	40,198.35 1.2075	42,861.60 1.2875	45,025.48 1.3525	46,939.69 1.41	28,636.54 0.8602
4	39,615.77 1.19	41,946.11 1.26	44,942.26 1.35	47,272.60 1.42	49,270.03 1.48	29,165.86 0.8761
5	41,197.07 1.2375	43,693.86 1.3125	47,022.92 1.4125	49,519.71 1.4875	51,600.37 1.55	29,708.50 0.8924
6	42,778.37 1.285	45,441.61 1.365	49,103.58 1.475	51,766.82 1.555	53,930.71 1.62	30,237.82 0.9083
7	44,359.67 1.3325	47,189.37 1.4175	51,184.24 1.5375	54,013.93 1.6225	56,261.05 1.69	30,763.81 0.9241
8	45,940.97 1.38	48,937.12 1.47	53,264.90 1.6	56,261.05 1.69	58,591.39 1.76	31,309.77 0.9405
9	47,522.27 1.4275	50,684.88 1.5225	55,345.56 1.6625	58,508.16 1.7575	60,921.72 1.83	31,839.09 0.9564
10	49,103.58 1.4750	52,432.63 1.5750	57,426.22 1.7250	60,755.27 1.8250	63,252.06 1.9000	32,381.73 0.9727
11	50,684.88 1.5225	54,180.39 1.6275	59,506.88 1.7875	63,002.38 1.8925	65,582.40 1.97	32,844.47 0.9866
12	50,684.88 1.5225	54,180.39 1.6275	61,587.54 1.85	65,249.50 1.96	67,912.74 2.04	33,437.04 1.0044
17	52,266.18 1.57	55,928.14 1.68	63,668.20 1.9125	67,496.61 2.0275	70,243.08 2.11	33,983.00 1.0208
23	53,847.48 1.6175	57,675.90 1.7325	65,748.86 1.975	69,743.72 2.095	72,573.42 2.18	34,512.32 1.0367
26	55,512.01 1.6675	59,340.42 1.7825	67,413.38 2.025	71,408.25 2.145	74,237.95 2.23	35,038.31 1.0525
35	55,512.01 1.6675	59,340.42 1.7825	67,413.38 2.025	71,408.25 2.145	74,237.95 2.23	35,491.07 1.0661

## Memorandum of Understanding

The Xenia Community School District (District) and Xenia Education Association (Association) hereby enter in to this Memorandum of Understanding. This Memorandum of Understanding shall be treated as part of the Agreement between the parties dated July 1, 2010 through June 30, 2011 as is written therein. The following terms and conditions of this Memorandum are as follows:

### I. Transfer Policy During Consolidation

During any consolidation of buildings, the teaching staff of the closed building will be reassigned as follows:

- A. Vacancies district-wide shall be posted.
- B. By seniority, the teachers shall choose such positions available.
- C. Ties in seniority shall be broken by the following procedure:
  - i. Date of Board Approval for hire: In the event that is the same then:
  - ii. Date Application was received by the district: If no date of receipt is noted by stamp, refer to the application date.
  - iii. If the criterion is also equal then seniority shall be granted to the teacher who is certified to teach the greatest number of subjects offered by the district.

II. The Board and the Association agree that when the five new elementary buildings open in 2012, that all current elementary buildings are deemed closed. If an insufficient number of vacancies exist to accommodate the displaced staff, the reduction in force policy shall apply.

III. The Board and the Association agree to a joint committee which will facilitate all issues surrounding the assignment of all staff in the new buildings. The language above will govern the process. The committee shall initially meet by October 1, 2010; develop an efficient plan for the process; and return the plan by April 30, 2011.

The committee will be comprised of seven (7) individuals: The Superintendent of Schools, The Director of Personnel, An Elementary Principal, The XEA President (or designee) and three (3) XEA members.

The scope of the committee work shall include conversations regarding the school calendars, re-districting, and all other issues pertinent to the assignment of teachers. If additional negotiations are needed, the committee will propose the specific language needed and provide that to their respective bargaining teams. The committee shall collaboratively work to facilitate any and all issues that

remain. The decision of the committee shall be final.

All other provisions of the negotiated agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

In agreement and witness to all of the above, the District and the Association respective agents place and date their signatures.

\_\_\_\_\_  
Deborah Piotrowski, Superintendent

\_\_\_\_\_  
Mark Manley, XEA President

\_\_\_\_\_  
8-19-10

Date

\_\_\_\_\_  
8-19-10

Date

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Deborah Piotrowski  
Deborah Piotrowski, Superintendent

8-19-10  
Date

Mark Manley  
Mark Manley, XEA President

8-19-10  
Date

4:55 pm

*The scope of this committee work shall include conversations regarding the school calendars, re-districting, and all other issues pertinent to the assignment of teachers.*

**XENIA COMMUNITY SCHOOLS**  
**GRADUATE TUITION REIMBURSEMENT FORM**

**FOR CERTIFICATED PERSONNEL**

To Be Submitted Prior To Taking Course(s)

**PLEASE READ INSTRUCTIONS ON REVERSE**

NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

BUILDING \_\_\_\_\_ GRADE LEVEL \_\_\_\_\_ SUBJECT \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

For Semester \_\_\_\_\_ or Quarter \_\_\_\_\_ Beginning \_\_\_\_\_ Ending \_\_\_\_\_  
[Date] [Date]

**COURSE WORK APPROVAL / DISAPPROVAL**

Number & Name of Course	College or University	Number of Hours		Cost Per Credit Hour
		Semester	Quarter	
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Date Submitted \_\_\_\_\_ Teacher's Signature \_\_\_\_\_

**Note:** PLEASE SUBMIT THIS FORM TO THE PERSONNEL OFFICE. YOU WILL RECEIVE A COPY OF THIS FORM ONCE IT IS APPROVED / DISAPPROVED. ATTACH CERTIFIED TRANSCRIPT(S) TO YOUR COPY AND RETURN TO THE PERSONNEL OFFICE - NO LATER THAN SEPTEMBER 20.

**FOR OFFICE USE ONLY**  
**BELOW - TO BE COMPLETED BY PERSONNEL OFFICE**

Date Received in Personnel Office \_\_\_\_\_ Hours Approved \_\_\_\_\_ Hours Denied \_\_\_\_\_

Director of Personnel \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

**REIMBURSEMENT APPROVAL**

Reimbursement for the \_\_\_\_\_ school year. To be received by October 15, 2005 (if still on staff)

Payment Approved: Hours Approved \_\_\_\_\_ Dollar Amount to be Paid \$ \_\_\_\_\_



578 E. Market Street • Xenia, Ohio 45385  
 Phone: 937-376-2961 • Fax: 937-372-4701  
 www.xenia.k12.oh.us

Dr. Jeffrey K. Lewis  
 Superintendent

Dr. O. Randolph Overbeck  
 Assistant Superintendent

Edward A. Stidham  
 Director of Personnel

Gretchen Rives  
 Administrative Assistant

Rosalie Townsend, CPA  
 Treasurer

**Xenia Community Schools**  
**Application for Family Medical Leave Act**

**Name:** \_\_\_\_\_ **Building:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_

**Current Address:** \_\_\_\_\_

**Start Date of Anticipated Leave:** \_\_\_\_\_ **Expected Date of Return to Work:** \_\_\_\_\_

**Reason for Leave (Explain):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I, \_\_\_\_\_ have read the enclosed agreement for Family and Medical Leave as written in the negotiated agreement.

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Personnel Director

Submit application at least 30 days in advance to personnel for approval.

\*See reverse side of application for leave provisions and protection of employment and insurance.

Personnel will forward to Treasurer's office when approved.

# EMPLOYEE ASSISTANCE SERVICES

GREENE MEMORIAL HOSPITAL, INC.  
XENIA, Ohio Association of Public School Employees

## SUMMARY OF PROGRAM

**SERVICES:** Employee Assistance Services offers assessment and referral services for the employee and their dependents. Problems present themselves to each of us and will create difficulty performing well on the job. Areas such as stress, family and relationship problems, substance abuse, emotional crisis, abuse, financial concerns among many others are issues addressed by the Employee Assistance Program. Within a five (5) session limit each client will receive either Solution-Focused therapy to resolve the problem or a referral to an appropriate provider, should longer term care be needed. Employee Assistance will follow up with the referral to insure that quality care is being given.

**COST:** There is no direct cost to the employee, nor the dependent(s). This is an additional employment benefit, and does not effect your healthcare benefits.

**CONFIDENTIALITY:** This service is absolutely confidential. Unless the employee wishes the employer or others to know s/he is using the service, no one is informed. Your confidentiality is strictly guarded by the therapy and support staff. Every effort will be made to make the employee and/or dependent(s) comfortable.

**STAFF:** The service is staffed with culturally diverse male and female therapists. The clinical skills range from psychiatric nurses, family therapists, chemical dependency specialists, Masters and Doctoral level psychotherapists.

**LOCATION:** The main office is located in the Herman Menapace Center for Health Education at Greene Memorial Hospital, 1141 North Monroe Drive, Xenia, Suite 212.

**ACCESS:** We are available 24 hours every day. You can reach us by calling 1-800-371-3701. Appointments may be made between 8:30 am and 4:30 pm, Monday through Friday. Evening appointments are available, and crisis counseling is available 24 hours a day, either face to face or over the telephone.

XENIA COMMUNITY SCHOOLS  
APPLICATION FOR LEAVE

APPENDIX D

Name \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_ Certified  Non-certified

<i>Check type of leave requested:</i>		
Vacation <input type="checkbox"/>	Sick Leave <input type="checkbox"/>	Number of days requested _____ Dates _____
Personal Business <input type="checkbox"/>	Professional Meeting <input type="checkbox"/>	
(Vacations Not Permitted)	Absence Without Pay <input type="checkbox"/>	
	Other <input type="checkbox"/>	

Employee reimbursement will be taken from account: \_\_\_\_\_ Substitute cost will be taken from account: \_\_\_\_\_

Professional Meeting – *Nature and purpose:* \_\_\_\_\_

Professional Meeting – *Reimbursement Cost:* \_\_\_\_\_

Meals \_\_\_\_\_ Travel \_\_\_\_\_ Lodging \_\_\_\_\_ Miscellaneous \_\_\_\_\_ TOTAL REIMBURSEMENT \$ \_\_\_\_\_

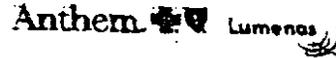
\*\*Absence without pay requires prior superintendent/designee approval, except in an emergency, and the employee understands by requesting absence without pay that he/she will also have a pro-rata share of their cost of their health insurance coverage deducted from their pay if applicable. Reason: \_\_\_\_\_

I certify that the reasons and information provided on this form are in compliance with Board Policy and state statutes and that willful submittance of false information is grounds for disciplinary action or dismissal under Sections 3319.081 and 3319.16, ORC.

Signature of Applicant \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_ Approved  Disapproved  Date \_\_\_\_\_

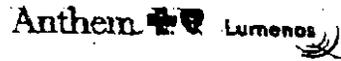
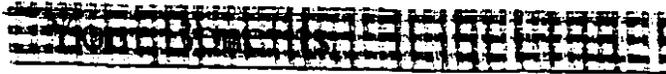
Per XEA negotiated agreement Sections 8.015 & 8.021 - XESP negotiated agreement Sections 6.01(D) & 6.02 (September, 2007)



**Xenia Community Schools**  
**Lumenos Health Savings Accounts Option 6**  
**Summary of Benefits , Effective 01/01/2008**

Covered Benefits	Network	Non-Network
<b>Deductible</b> Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply in family coverage. Network and Non-Network deductibles are combined.	Single: \$2,000 Family: \$4,000	Single: \$2,000 Family: \$4,000
<b>Out-of-Pocket Limit</b>	Single: \$2,000 Family: \$4,000	Single: \$4,000 Family: \$8,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries, allergy serum, allergy injections and allergy testing	0%/0%	00%
<b>Preventive Care Services</b> Services include but are not limited to: Routine exams, Pelvic Exams, Pap smears, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams, Routine Mammograms, Diabetic Self Management Training, and Certain Medical Therapy (Network only) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility	No Cost Share	00% 00% No Coinsurance/Coinsurance
<b>Emergency and Urgent Care</b> • Emergency Room Services @ Hospital (Facility further covered services) (co-payment waived if admitted) • Urgent Care Center Services	00% 00%	00% 00%
<b>Inpatient and Outpatient Professional Services</b> include but are not limited to: Medical Care Visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	00%	00%
<b>Inpatient Facility Services</b> Unlimited days except for: • 180 days, Network/Non-Network combined for skilled nursing facility	00%	00%
<b>Outpatient Surgery Hospital / Alternative Care Facility</b> • Surgery and administration of general anesthesia	00%	00%
<b>Other Outpatient Services (including but not limited to):</b> • Non-Surgical Outpatient Services For example: MRI, C-Scan, Chemotherapy, Ultrasound and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) • Durable Medical Equipment and Orthotics (Network/Non-network combined) • Prosthetic Devices • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	00% 00%	00% 00%

Anthem Blue Cross and Blue Shield is the policy issuer of Xenia Community Schools' Coverage. An insurance policy is issued by the Blue Cross and Blue Shield Association. It is subject to a policy. Blue Cross and Blue Shield Association.  
 Anthem: 172632 -HSA Lumenos Page: 4



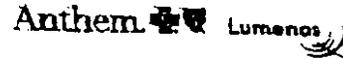
**Xenia Community Schools  
Lumenos Health Savings Accounts Option 6  
Summary of Benefits, Effective 01/01/2008**

Covered Benefits	Network	Non-Network
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits apply) • Physician Home and Office Visits (PCP/NCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: 30 visits • Occupational therapy: 30 visits • Manipulation therapy: 12 visits • Speech therapy: 20 visits	0%/0% 0%	10% 30%
<b>Behavioral Health Services:</b> <b>Non Biologically Based Mental Illness and Substance Abuse (1/1/limits and maximums apply)</b> • Inpatient Facility Services • Physician Home and Office Visits (PCP/NCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Inpatient: 30 Network days (includes inpatient mental health Non-Network) Outpatient: 60 Network visits 10 Non-Network mental health visits • Combined inpatient and outpatient substance abuse \$1,000 Non-Network (Substance abuse rehabilitation programs are limited to two per lifetime, Network and Non-Network combined.) • Biologically based mental illnesses are paid same as any other illness.	0% 0%/0% 0%	10% 30% 30%
<b>Human Organ and Tissue Transplants</b> • Acquisition and transplant procedure, harvest and storage.	0%	30%
<b>Prescription Drugs:</b> • Network Retail Pharmacies: (30-day supply) • Includes diabetic test strip • Anthem Mail Service: (90-day supply) • Includes diabetic test strip	0% 0%	30% (2) Not Covered
<b>Lifetime Maximum (Combined Network and Non-Network) (3)</b>	\$5 million	\$5 million

**Notes:**

- All deductibles and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants)
- Deductibles apply only to covered medical services listed with a percentage (%) coinsurance including prescription drugs.
- Network and Non-network deductibles are combined. Network and Non-network coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year in which the child attains age 19, or to the end of the calendar year in which the child attains age 23 if the child qualifies as a full-time student.
- This means no 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. No cost share means no deductible or coinsurance up to the maximum allowable amount.
- 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.
- NCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthma supplies have no deductible/coinsurance/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = Calendar Year
- (1) We encourage you to consult Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations...

Anthem Blue Cross and Blue Shield is the state form of Community Insurance Lumenos, an insurance licensee in the State of Ohio and Ohio Health Association. For more information, please contact Anthem Blue Cross and Blue Shield. Anthem: 172632-HSA Lumenos Page: 6



**Xenia Community Schools  
Lumenas Health Savings Accounts Option 6  
Summary of Benefits, Effective 01/01/2008**

(1) *Out-of-network diabetic supplies not covered except diabetic test strips.*  
(2) *Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.*

**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 not-medically necessary services.

**Pre-Existing Exclusion Period:**  
We will not provide benefits for services, supplies, or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):

12 months after the member's enrollment date

*A pre-existing condition is a condition (mental or physical), which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.*

*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.*

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

# Superior Dental Care, Inc. List of Covered Services – Plan #671

**Contract Maximum: \$1,500.00 per member, per contract period**

**Contract Maximum** refers to any payment made by SDC. (Includes services benefited in the Preventive, Basic, and Major categories.)

**Contract Period** is the time during which eligible benefits are considered. This period is not restricted to a calendar year or to a 12-month period. It is based on your employer's chosen effective date.

**Deductible: \$25.00 per member up to \$50.00 per family**

**Deductibles** are per contract period and only apply to Basic & Major Services. The deductible is the amount of dental expense that the member is responsible to pay before SDC will assume any liability for payment of benefits.

## Preventive & Diagnostic Services – Benefited at 100%

- **Oral Evaluations**  
- two per contract period
- **Prophylaxis (cleaning)**  
- two per contract period
- **Topical Application of Fluoride**  
- two treatments per contract period for children under age 19
- **Bitewing X-rays**  
- twice per contract period
- **Space Maintainers**  
- once per lifetime per area for children under age 19
- **Full Mouth X-rays or Panoramic Survey**  
- once in three years
- **Intraoral Periapical X-rays**  
- three per contract period
- **Minor Emergency Treatment**  
- for the relief of pain, bleeding or swelling, but not the cure of the disease
- **Sealants** (Posterior Permanent Teeth Only)  
- once in three years per tooth for children under age 19
- **Diagnostic Casts**
- **Behavior Management**

## Basic Services – Benefited at 80% (P)

- **Oral Surgery** (includes local anesthesia and routine postoperative care.)
  - **Extractions**
  - **Removal of Periapical and Follicular Cysts**
  - **Intraoral Incision and Drainage**
  - **Exposure of Tooth to Aid Eruption**
  - **General Anesthesia or IV Sedation** – when provided in connection with oral surgery (excluding simple extractions.)
  - **Analgesis/Nitrous Oxide**
  - **Alveoplasty, Vestibuloplasty**  
- once in five years
- **Endodontics** (Includes local anesthesia, x-rays and routine postoperative care.)
  - **Root Canal Treatment**  
- once per lifetime per tooth
  - **Surgical Endodontics**  
- once per lifetime per tooth
  - **Remineralization and Apexification**  
- once per lifetime per tooth
- **Prosthodontics**
  - **Rebasing**  
- replaceable after three years in existence
  - **Relining**  
- once in three years
  - **Adjustments to Partial and Complete Dentures**
- **Restorative** (Includes local anesthesia.)
  - **Restorations** (amalgam and composite) – to restore teeth damaged by decay or traumatic injury.  
- once in 12 months per surface
  - **Sedative Filling**  
- once in 12 months per tooth
  - **Pins** (pin retention as part of restoration)  
- once in 12 months per tooth
  - **Prefabricated Crowns** (stainless steel, acrylic) – when tooth cannot be adequately restored with filling material.  
- replaceable after three years in existence
  - **Recementation** (inlays, onlays, crowns, and bridges)  
- once in two years
- **Periodontics/Surgical Periodontics** (Includes local anesthesia and routine postoperative care.)
  - **Periodontal Scaling and Root Planing**
  - **Periodontal Maintenance** (Root planing followed by osseous surgery is a single course of treatment.)
  - **Gingivectomy**
  - **Gingival Grafts**
  - **Osseous Surgery**
- **Repairs** (includes repairs to broken crowns, bridges, complete or partial dentures; replacement of broken teeth on complete or partial dentures; additions to partial dentures to replace extracted natural teeth.)

## Major Services – Benefited at 50%

- **Crowns, Inlays and Onlays** (Covered only as a treatment for decay or traumatic injury and only when teeth cannot be restored with a filling material or when the tooth is an abutment to a covered fixed bridge.)  
Inlays, onlays, crowns, abutments, and pontics apply interchangeably to inlays, onlays, crowns, abutments, and pontics of the same tooth.

- **Crowns**

- once in five years on the same tooth and replaceable after five years in existence

- **Inlays**

- once in five years on the same tooth and replaceable after five years in existence

- **Onlays**

- once in five years on the same tooth and replaceable after five years in existence

- **Post and Core**

- once in five years on the same tooth and replaceable after five years in existence

- **Prosthodontics**

- **Bridge Abutments** (See Crowns, Inlays and Onlays)

- replaceable after five years in existence

- **Pontics** (See Crowns, Inlays and Onlays)

- replaceable after five years in existence

- **Removable Partial Dentures**

- replaceable after five years in existence

- **Complete Dentures**

- replaceable after five years in existence

## Orthodontic Services – Benefited at 50%

Lifetime Maximum: \$1,000.00 per member

Superior Dental Care's (SDC) orthodontia benefits are limited to members under 19 years of age. Coverage includes orthodontic procedures under a "Treatment Plan" that has been evaluated through a pre-determination of benefits by SDC. The dentist providing this service must supply SDC with films and study models upon request.

The one-time Record/Diagnosis fee shall consist of the initial exam, diagnosis and consultation, x-rays, and study models. This fee can be submitted for payment separately from the treatment plan and will apply to the member's lifetime maximum. Payments for orthodontic treatment will be made monthly beginning after the first month of treatment, and continue for the estimated duration of the treatment plan, as long as the patient is a member of SDC and in active treatment. Patients in retention are not covered.

For orthodontic treatment in progress at the time of eligibility, SDC will review the initial estimate of treatment months and total cost to determine benefit eligibility. This calculation will be based on the appropriate plan percentage, up to the plan's allowable orthodontic lifetime maximum, and for the remaining months of estimated treatment. Benefits will automatically terminate when the patient ceases to be eligible.

**Pre-determination of benefits** is necessary if services are for \$200.00 or more or for periodontal services. **Alternate benefits** may be received when there is more than one acceptable course of treatment. In this situation, SDC will provide benefits based on the least expensive, professionally accepted treatment. If you and your dentist choose a more expensive treatment, the additional cost will be your responsibility. **All services** are subject to the policies and procedures of SDC. SDC follows the rules established by state law for **Coordination of Benefits** to decide which plan pays first. SDC's payment is based on the type of plan and the amount the other plan has benefited. The objective is to make sure the combined payments of all plans are no more than your actual bills.

# Your Anthem Benefits



## Indiana and Ohio Plan 1

### Anthem Blue Vision<sup>SM</sup> Exam Plus Discount – Effective 09/01/2007

This Summary Plan Description outlines the vision benefits available to you through the Anthem Blue Vision Exam Plus Discount Plan. This is a summary of your vision benefit. Please review your benefit certificate for plan details, eligibility definitions, limitations and exclusions.

**Anthem's Provider Network:** Anthem Blue Vision's broad national network consists of more than 44,000 providers and provider locations, including independent optometrists and ophthalmologists, as well as the convenience of retail locations to include LensCrafters®, Target Optical, JCPenney Optical, Sears Optical and most Pearle Vision locations nationwide. For Anthem Blue Vision provider locations, you may access the provider directory on the [anthem.com](http://anthem.com) home page. You can also contact the Anthem Blue Vision Customer Service number and Interactive Voice Response (IVR) line for IN at (800) 367-5897, and for OH at (800) 828-3677. Schedule an appointment with your Anthem Blue Vision provider; identify yourself as an Anthem Blue Vision member for fast, paperless determination and confirmation of benefits. Anthem vision providers must be used to obtain benefits and discounts.

**Savings:** Through the Anthem Blue Vision Exam Plus Discount plan, Anthem Blue Vision providers agree to a pricing that is below retail. Members are able to achieve savings on purchases of frames, lenses, and contact lenses.

**Copayment(s):** Copayment amounts are applicable to Network provider examinations.

COVERED BENEFITS	MEMBER BENEFIT FROM ANTHEM VISION NETWORK PROVIDER	NON-NETWORK REIMBURSEMENT
<b>Vision Examination</b> Each member is entitled to a vision examination by an Anthem Vision provider. This is a vision examination only and does not cover a separate contact lens professional fitting fee. <b>Availability: Once every 12 months*</b>	\$5 copayment	Not covered
<b>Materials</b> Eyeglass lenses and frames	Available at a discount	Not covered
<b>Contact Lenses</b>	Available at a discount	Not covered

\*Benefits are available from the last date of service.