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AGREEMENT

BETWEEN

**TRUMBULL COUNTY
EDUCATIONAL SERVICE CENTER
GOVERNING BOARD**

AND

**TRUMBULL COUNTY BOARD
PROFESSIONAL STAFF
ASSOCIATION**

June 15, 2011 - July 31, 2014

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ARTICLE I

RECOGNITION

A. **Statement of Recognition**

The Trumbull County Educational Service Center, hereinafter identified as the Board, recognizes the Trumbull County Board Professional Staff Association, affiliated with Northeastern Ohio Education Association, the Ohio Education Association and the National Education Association, hereafter identified as the Association, as the sole and exclusive representative for the following professional certified/licensed staff personnel: Psychologists, Speech Pathologists, Work-Study Coordinators, Teachers, Audiologists, Occupational Therapists, Physical Therapists, Mobility Instructor, Tutors, Home Instructors and Adaptive Physical Education Teacher. The following certified/licensed personnel are excluded from recognition as part of the Association: casual day-to-day substitutes and temporary, part-time personnel.

B. **Duration of Recognition**

Such recognition shall continue as long as the Association is certified by the State Employment Relations Board.

C. **Representation Election**

Any challenge of the Association for the right of such representation shall be in accordance with the provisions of Chapter 4117 of the Revised Code.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. **Scope of Negotiations**

Those matters subject to negotiations shall be salaries, hours, and other terms and conditions of employment for members of the bargaining unit.

B. **Negotiating Committees**

The Board and Association shall have the right to appoint up to six (6) people on their respective negotiating teams. In addition, both parties have the right to utilize one (1) additional consultant to act as advisor(s), resource person(s), or as spokesperson during negotiations.

C. **Meetings/Time Lines/Caucuses**

1. Negotiations for a successor contract shall begin no more than one hundred twenty

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(120) days and no less than ninety (90) days prior to the expiration of the negotiated contract. Upon mutual agreement negotiations may begin earlier than one hundred twenty (120) days.

2. Negotiating meetings shall be established at times and on dates mutually convenient to both parties.
3. The parties shall make every effort to conclude negotiations within sixty (60) days unless this time limit is mutually extended.
4. Both parties have the right to caucus independently during negotiating meetings and shall attempt to limit such caucuses to twenty (20) minutes.

D. Proposals/Progress Reports

All proposals and counter proposals shall be presented in written form prior to tentative agreement. While negotiations are continuing, both sides have the right to make periodic progress reports to their respective constituents.

E. Good Faith

The parties shall have the mutual obligation to negotiate at reasonable times and places with respect to those matters appropriately subject to negotiations as set forth in this Contract with the intention of reaching agreement. This mutual obligation does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

F. Agreement

As the parties reach agreement on individual issues being negotiated, the agreement(s) shall be set forth in writing and initialed by both sides as tentative agreement. When a full agreement on all issues is reached, it shall be presented to both parties for their consideration and action. If ratified by the Board and the Association, the Contract shall be adopted.

G. Disagreement

1. If the parties have not reached agreement on a successor Agreement after sixty (60) days of negotiations, either party may request mediation services under the auspices of the Federal Mediation and Conciliation Services. Upon request by either party, both parties agree to submit a joint request to FMCS for a mediator. Mediation shall begin as soon as a mediator is available and shall continue until the contract expires. The parties may agree to extend the contract and/or mediation beyond the contract expiration date.
2. Participation in strikes by members of the bargaining unit shall be only as expressly authorized by the provisions of Chapter 4117 of the Revised Code.

ARTICLE III

ASSOCIATION RIGHTS

A. Payroll Deduction/Continuing Membership

1. Bargaining unit members have the right to have Association dues - including local, district, state and national association dues - deducted from their checks. The deduction shall be made in equal amounts beginning with the last paycheck in October and ending with the last paycheck in May. Written authorization from the member shall be given to the Board Treasurer, and shall continue until revoked in writing by the member in September of any year.
2. The Association agrees to indemnify and save harmless the Board, Board employees and agents, against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this provision.

B. Association Meetings

Upon the prior written approval of the landlord, the Association shall have the right to use the Board building for Association meetings during non-working hours at reasonable times before and after the workday.

The Association shall be given time in conjunction with the opening convocation program to conduct business with its membership. At other in-service meetings the Association President may request a time during the meeting to discuss Association business. The Superintendent/designee will grant such request so long as it does not interfere with or interrupt said in-service or meeting.

C. Association Business

The Association shall not use instructional student contact time during the workday to conduct Association business.

D. Bulletin Board

Space shall be provided at the Board building mailroom for announcements and posting of Association materials. The materials so posted shall either carry an organizational logo or be initialed by the individual responsible for such posting.

E. Board Agenda/Minutes

The Association President shall receive an advance copy of the agenda with appropriate attachments for each Board meeting. Following Board meetings, the President, upon request,

shall receive a copy of the approved Board minutes.

1. A copy of the Board policy book shall be made available to the Association President or his/her designee.

F. Employee Directory

Members of the bargaining unit shall be given, annually, a general directory listing employee's names, addresses, phone numbers (if listed) and job assignments. When new bargaining unit members are employed, the same information shall be given upon request to the Association President.

G. Mail/Association Materials

The Association shall have the right to place mail and/or Association materials in bargaining unit members' mailboxes at the Board offices. The Association shall also have the right to utilize the Board inter-school mail and e-mail system for the distribution of materials exclusively to members of this bargaining unit. The materials so distributed shall carry an organizational logo or be initialed by the individual responsible for such distribution.

H. Employee Relations Meetings

Representatives of the Board and Trumbull County Professional Staff Association may convene meetings at least two times a year at a time convenient to both parties for the purpose of facilitating employee relations, reviewing the administration of this agreement and other mutually agreed agenda items. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other not later than five days prior to the meeting an agenda of potential matters to be discussed. The meeting may be postponed or canceled by mutual agreement. A written report briefly summarizing each meeting will be mutually developed for distribution to employees.

I. Copy of Health Insurance Policy

An official copy of the Board's current health insurance policy for the TCBPSA shall be available for review by the Association President or designee, and a copy shall be provided at no cost upon request.

J. Fair Share Fee

In recognition of the Association's obligation to and services for the entire bargaining unit as the exclusive bargaining agent, the following Association Security Fee provisions are provided:

1. Payroll Deduction of Fair Share Fee

The Board shall deduct at no charge to the Association from the pay of members of

the bargaining unit who elect not to become or to remain members of the TCBPSA/OEA/NEA a fair share fee for the Association's representation of such nonmembers during the term of this agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

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 October 1 of each year during the term of this agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. For those employed less than a full year, the annual fee will be appropriately prorated according to OEA's formula.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

Payroll deduction of such fair share fees for the annual July to July employment year shall begin at the first payroll on or after January 15 except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until after thirty (30) days after initial employment. An employee may elect to commence earlier deductions by written authorization to the Treasurer. An employee may elect another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Superintendent by the Association.

b. Upon Termination of Membership During the Membership Year

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

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

6. Entitlement to Rebate

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

7. Indemnification of Employer

The Association agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;

However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interest.

- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action, and
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

8. Nonmember Rights

A nonmember in the bargaining unit who pays a fair share fee to the Association, or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessment.

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The Association hereby assures the Board, its members, officers and administrative employees that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and federal courts. In the event the deduction of fair share fee is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate, interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

ARTICLE IV

MANAGEMENT RIGHTS

The Board is vested exclusively with rights of management as defined in Revised Code 4117.08 and shall otherwise retain all the rights, powers, duties and authority granted by law and the Constitution of the United States and the State of Ohio, except as expressly limited by Chapter 4117 of the Revised Code and the terms of this Contract.

ARTICLE V

EFFECTS ON BOARD POLICIES

The Board shall change its personnel policies as may be necessary in order to give full force and effect to this Master Contract Agreement. Should there be a conflict between this Master Contract and any such policy, then the terms of this Master Contract shall prevail to the extent permitted by Ohio Revised Code 4117. Changes in personnel policy that impact on the salaries, hours, or terms and conditions of employment of the bargaining unit are mandatory subjects of bargaining.

ARTICLE VI

MAINTENANCE OF STANDARDS

During the duration of this Contract, the Board shall maintain all terms, conditions, and benefits of employment as set forth in this contract at not less than the level in effect as of the effective date of this Contract.

ARTICLE VII

NO REPRISALS

The Board and the Administration agree that there will be no reprisals of any kind taken against the members of the bargaining unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the formal filing of a grievance.

ARTICLE VIII

SEVERABILITY

This contract supersedes and prevails over all other laws, rules, policies, and regulations except as specifically set forth in ORC 4117.10 (A).

Should any article or provision of this contract be found by a court of competent jurisdiction to be unlawful; all other articles and provisions of the contract shall remain in full force and effect.

ARTICLE IX

PRINTING AND DISTRIBUTION

- A.** Within thirty (30) days after this Master Contract is ratified, copies shall be printed and distributed to all bargaining unit members. The Board shall provide a copy to new employees.
- B.** Any subsequent revisions or amendments also shall be printed and distributed to all members of the bargaining unit.
- C.** The expense of such printing(s) shall be borne equally by the Board and the Association.

ARTICLE X

EMPLOYMENT CONTRACTS

A. Type of Contract

All members of the bargaining unit shall be employed by written limited or continuing contracts. The terms and conditions of this negotiated contract shall be incorporated by reference into all full-time and regular part-time individual employment contracts. Members of the bargaining unit shall receive one year limited contracts until eligible for and are granted continuing contracts in accordance with O.R.C. 3319.11.

To secure a continuing contract a teacher must:

1. Notify the Board of his/her eligibility on or before October 1 of the school year in which he/she will be qualified for a continuing contract.
2. On or before March 1, the employee shall submit in writing a request for a continuing contract to the Human Resources Department.
3. To be eligible, he/she must hold a professional, permanent, life certificate or professional educator license and a masters degree or 30 semester hours in a related area, and
4. Have successfully taught at the Trumbull County Educational Service Center for three of the last five years or had a continuing contract in another district.
5. Obtain an additional six (6) semester hours of credit if the employee held a master's degree at the time of licensure.

Upon renewal of a contract of a member of the bargaining unit who was employed during the school year and served less than one hundred twenty days during the initial year of employment, the renewed contract shall be deemed the 1st contract for the purpose of this section.

B. Reduction In Force (R.I.F.)

1. Whenever it becomes necessary for the Board to implement a reduction in force, the Board shall do so due to program changes in compliance with reasons identified in O.R.C. 3319.17: return to duty of regular teachers after leaves of absence; suspension of schools; territorial changes affecting the service center; decreased enrollment; termination or nonrenewal of interdistrict contracts or financial reasons.
2. The Superintendent shall first determine the number of positions to be affected by a reduction in force and shall notify the President of the Association of the proposed reductions.

3. Attrition shall first be utilized to reduce the number of bargaining unit members affected by the reduction in force.
4. The reduction shall be accomplished by the suspension of contracts by the Board by program (Adaptive Physical Education, Arts, Audiology, Cognitive Disabilities, Emotionally Disturbed, Environmental, Gifted, Hearing Handicapped, Multiple Disabilities, Occupational Therapy, Physical Therapy, Preschool, Psychology, Special Program, Speech, Supplemental Services Teacher, Visually Impaired and Work Study) and in the following sequence: by type of contract, certification/licensure and seniority.

Any program added during the life of this Agreement shall be added to the above list and shall be considered part of the Agreement.

5. The Board shall first in accordance with number 4 above suspend contracts of limited contract personnel in order of least seniority to greatest seniority. If the number of bargaining unit members with limited contracts suspended is not sufficient for the R.I.F., the Board shall then suspend the contracts of continuing contract personnel in order of least seniority to greatest seniority.
6. In any incidence where a reduction in force occurs in one program and a vacancy exists in another program, the employee affected by the reduction in force, if he or she possesses the proper certification, licensure and other necessary qualifications and training, will be given an interview for the position, and first consideration. The decision shall be exclusively that of the Board upon recommendation of the Superintendent. If the bargaining unit member is not selected to fill the vacancy, he/she may request a meeting with the Assistant Superintendent.
7. Seniority for this and all other provisions of the contract shall be defined as continuous service with the Board. Continuous service shall include service while on a paid leave or an approved unpaid leave for medical reasons including worker's compensation. Continuous service shall not be interrupted by unpaid leave or while on the Recall List due to reduction in force. Seniority shall not accrue while on an unpaid leave or while on the Recall List due to a reduction in force.
 - a. Length of continuous service shall begin with the bargaining unit member's first day of work under contract with the Board.
 - b. In the event the first day of work is the same for two employees, the date of the Board meeting at which the employees were hired will be compared so that the bargaining unit member hired at the earlier Board meeting will be determined more senior.
 - c. In the event the date of the Board meeting at which the employees were hired is the same, then the date of the employees application will determine the

more senior.

- d. In the event the above three criteria are the same, seniority shall be established by lot. Members of the Board and Association shall be present at such meeting where procedures shall be established for names to be drawn by lot.
- e. Part-time members of the bargaining unit shall earn seniority on the basis of a corresponding relationship between the part-time service and the seniority earned. An example of this would be that a half-time employee (either day or year) would earn a half-year's seniority.
 - 1. The total number of days worked by a part-time employee during the school year will be used to calculate seniority earned.
 - 2. 184 days worked equals one year of seniority. In no case will more than one year per school year be awarded.
 - 3. Seniority earned will be the quotient of the number of days worked divided by 184.
- f. A bargaining unit member who accepts an administrative position at the Board and later returns to a bargaining unit position retains accrued seniority at the date of resignation from the prior bargaining unit position.

8. Recall Rights

- a. Bargaining unit members whose contracts are suspended due to a reduction in force shall be placed on a Recall List by area of certification or licensure, type of contract, and in order of seniority from greatest to least as identified in Article X, B, 4. Bargaining unit members whose continuing contracts are suspended shall be given preference over teachers whose limited contracts are suspended.
- b. When a vacancy occurs as identified in Article XII, the Board shall notify the two (2) most senior certified or licensed bargaining unit members on the recall list by certified mail to their last known address. The most senior bargaining unit member shall have seven (7) days after receiving such notice to respond to the Superintendent. If the member accepts the offer of re-employment, he/she shall resume the same placement, appropriate fringe benefits, and seniority, as the employee would have had at the start of the school year following the suspension of his/her contract. During the contract suspension, seniority shall not accrue.
- c. If the most senior bargaining unit member fails to respond or refuses the offer of re-employment, the second most senior bargaining unit member shall be

notified and will have two (2) days to accept or reject the offer of re-employment.

- d. Bargaining unit members whose limited contracts are suspended shall retain recall rights for two years. Bargaining unit members whose continuing contracts have been suspended shall retain recall rights indefinitely.
9. The Association President shall be provided with the seniority list on or about February 1 of each year.
- a. Seniority will be based on total years of continuous service with the Board as of July 31 of the prior year.
 - b. The seniority list will include:
 - 1) Type of contract
 - 2) Program
 - 3) First day of work
 - 4) Board meeting hire date
 - 5) Years of service
10. The Association President shall be provided a copy of the Recall List. The Association President will also be notified by the Superintendent of any changes affecting the Recall List.

C. Non-Renewal

All non-renewals of limited contracts except for bargaining unit members employed to replace staff members on authorized leaves of absence for less than one hundred and twenty (120) consecutive days or new employees hired after December 15, shall be conducted according to 3319.11 and/or 3319.111 of the Ohio Revised Code.

D. Termination

The contract of the bargaining unit member may be terminated by the Board by following the procedures of contract termination outlined in Ohio Revised Code 3319.16.

ARTICLE XI

PERSONNEL FILES

- A. The Board shall maintain an official personnel file for each member of the bargaining unit in accordance with Chapter 1347 of the Ohio Revised Code.
- B. Such files shall contain the following:

1. Application
 2. College Transcripts and Credentials
 3. Certificates/Licenses
 4. Letters of Recommendation
 5. Evaluations as identified in the Staff Appraisal Provisions of this Master Agreement
 6. Medical Information when necessary
 7. Other relevant and pertinent information
- C.** Any member may file a grievance or an appeal under O.R.C. 1347.08 disputing the accuracy, relevance, timeliness or completeness of information in such file. If an extensive investigation is required to determine the accuracy, relevance, timeliness or completeness, all grievance time lines will be suspended until the investigation is completed.
- D.** The personnel file shall be maintained in a secure and private area and be available only to the members of the Board, its agents, administrator(s), the bargaining unit member, or the member's designee, or as required by statute.
- E.** Members shall be given notice when materials other than those listed in 1-5 above are placed in such file. Whenever an item is to be placed in a bargaining unit member's file, he/she shall have the right to examine the item, and shall have the right to place a response or rebuttal to the item in the file.
- F.** Failure to provide such notice shall not be grounds to have such materials removed from such file nor shall such failure preclude the use of such material in any proceeding in which it would otherwise be lawfully admitted.
- G.** Bargaining unit members shall have the right to examine their personnel file upon reasonable request and shall be entitled to a copy of any item contained therein at no cost to the employee.
- H.** No anonymous materials shall be placed in any bargaining unit member's file.
- I.** At the discretion of the Superintendent, the review of such file shall be in the presence of the Superintendent or his/her designee.
- J.** No material shall be removed from the file except at the express written consent of the Superintendent or his/her designee, or by resolution through the grievance procedure.
- K.** Pre-employment references shall be removed from the file before being reviewed by the member.
- L.** Material which has been in a bargaining unit member's file for five (5) years or longer may be removed from the file on mutual agreement by the member and the Superintendent as permitted by law.

ARTICLE XII

VACANCIES/POSTINGS/APPLICATIONS

A. Definition of Vacancy

A vacancy occurs when a bargaining unit member dies, retires, resigns, goes on an extended leave of absence, is promoted, transferred, terminated, non-renewed, or suspended and when the Board determines that the position is to be continued or when the position is created by the Board.

B. Part-time Work

If either part-time work-day or work-week positions are to be created in any job classification, such reduced work day, work-week positions shall be first offered to current bargaining unit members provided they have the appropriate qualifications, certification, licensure and training, before being offered to employees new to the system.

1. Employees who are part-time may apply for additional work up to full-time employment.
2. Full-time employees may apply for part-time positions, should the vacancy be timely, i.e. summer. However, the employee waives the right to return to full-time employment until a new vacancy occurs at which time he/she may apply for the vacancy.

C. Posting

When a vacancy occurs, the position(s) shall be posted electronically to all members of the bargaining unit except during the summer months in which case the posting shall be mailed. The posting shall be made within five (5) days of the vacancy's occurrence. The posting shall include the reason for the vacancy according to A. and possible worksite if known. Vacancies for all non-bargaining unit member postings will also be posted electronically.

If the vacancy occurs after August 1 or anytime during the school year and remains unfilled, the Superintendent/designee may not contract with an agency without notifying the Association president of the position's status. This statement shall not prohibit the Board from entering into any agreement to provide services needed to fulfill its mission or inter-district obligations. Vacancies that remain unfilled shall be posted on the TCESC web-site.

D. Application

1. If bargaining unit members are certified for a vacancy, and desire to apply, the member shall make application within five (5) days after the posting. The application must be in writing and directed to the Human Resources Department. In the case where bargaining unit members are on the recall list and are determined to

be most qualified for the position, the bargaining unit member most qualified and most senior on the recall list will be offered the position.

2. If there are no qualified bargaining unit members on the recall list, a bargaining unit member applicant who has been determined to be most qualified will be offered the position. If there is more than one qualified bargaining unit applicant, the most senior applicant will be given the position.
3. The determination of such qualifications, certification, licensure and training of all applicants shall be at the sole and exclusive discretion of the Board upon the recommendation of the Superintendent.
4. Priority for filling vacancies will be given to current bargaining unit members and new applicants before consideration of retired applicants.

ARTICLE XIII

ASSIGNMENT NOTIFICATION/INVOLUNTARY TRANSFERS

A. Notification of Assignment

Bargaining unit members shall be notified of their professional assignment (job title, district and building) for the ensuing year not later than August 1. The Superintendent or designee shall have the right to change an assignment subsequent to this notification. The written resignation of any member reassigned after August 1 shall be effective October 15 or earlier with approval of the Superintendent/designee.

B. Involuntary Transfer

1. When a bargaining unit member's professional assignment is to be changed, or district or building assignment(s) is changed, the member shall be notified by phone call or letter of such change(s).
2. Staff assignment may be changed when the Superintendent determines a staffing change is necessary to better meet the needs of client districts and students.
3. Upon request the member shall be granted a conference with his/her immediate supervisor, or the Superintendent (or designee) and be told the reason(s) for the change of job title or duty assignments.
4. Employees transferred after the first day of school shall be allowed 2 work days to complete the necessary arrangements for the transfer. This will be within the normal contract year.
5. Prior to transfer and upon request, the employee shall be granted a conference with his/her immediate supervisor and/or the Superintendent/designee and be given the

reason(s) for the change of job title or duty assignments. The employee may request reasons be put in writing. The employee may have an Association representative present. The Association President will be notified of any possible transfer.

C. Voluntary Transfer

1. Any bargaining unit member has the right to request a voluntary transfer to another assignment. Such request will be kept on file for a period not to exceed six months from the date of filing.
2. When an assignment has been vacated as in Article XII, any bargaining unit member has the right to request a voluntary transfer to that particular assignment. Should the assignment become open after August 1, no voluntary transfer shall take place for that school year. If a bargaining unit member is selected to fill the vacancy under Article XII, the Superintendent shall determine the appropriate date of assignment, but no later than the start of the following school year.
3. In the case where bargaining unit members are on the recall list and are determined to be qualified for the assignment, the bargaining unit member with the greatest seniority on the recall list will be offered the assignment. If there are no qualified bargaining unit members on the recall list, the qualified most senior bargaining unit applicant shall be offered the position. The determination of such qualifications, certifications, licensure and training of all applicants shall be at the sole and exclusive discretion of the Board upon the recommendation of the Superintendent.

ARTICLE XIV

SUBSTITUTES FOR ABSENT PERSONNEL

- A. It shall be the practice of the Board to attempt to employ certified/licensed substitutes whenever a teacher is absent. The Board will also attempt to employ a substitute classroom assistant when the classroom assistant is absent.
- B. When no certified/licensed substitute is available to replace a teacher this sequence of options should be followed:
 - (1) Employ a substitute classroom assistant and notify the building principal;
 - (2) Redistribute students among certified/licensed staff in a multi-unit building and employ an additional substitute classroom assistant;
 - (3) In a single-unit building, when no certified/licensed teacher or certified/licensed substitute is available and the building administrator is not available, then a certified/licensed teacher from a multi-unit building may be reassigned to cover the absence. A substitute classroom assistant will be employed to replace the reassigned teacher.
 - (4) The Board shall attempt to employ a full-time certified/licensed substitute to use as a first choice/priority substitute as assigned. This employee's salary shall be based on

a rate of \$100.00 per day without benefits.

- (5) Guidelines regarding the use of all substitutes will be continually developed. Bargaining unit members will apprise, via e-mail, the Human Resources Department of any issues with substitutes.

ARTICLE XV

WORK DAY/LUNCH

- A. The workday for full-time bargaining unit members shall be seven and one-half (7 1/2) hours inclusive of 30 minutes duty-free uninterrupted lunch period. Bargaining unit members shall have the right to leave their building assignment during lunch period if that is the policy affecting other teachers in that building. Each bargaining unit member shall receive at least 200 minutes of conference and planning time each week.
- B. Part-time bargaining unit members shall be those who work less than a full workday or less than five (5) full work days per week.
- C. The workday schedule shall be developed by the bargaining unit member at the beginning of the year in conjunction with and approved by the supervisor. Work related duties should be completed during the workday. Changes in this schedule shall be reported to the Supervisor.
- D. Bargaining unit members are expected to be present at their work site(s) throughout the workday.

ARTICLE XVI

WORK YEAR

A. Work Year Defined

1. Full time bargaining unit members shall be employed on a minimum contract of nine (9) months, 184 days as follows:
 - 178 student days in assigned work area
 - Four (4) days assigned for clerical and/or parent conferences
 - Two (2) in-service days.
 - a. One day shall be TCESC's Convocation Day. It may be a full day or any part of a day with the remaining hours scheduled for after school department meetings at the discretion of the Superintendent/designee.
 - b. If a school district's work day conflicts with TCESC's Convocation Day, the 7.5 hours will be fulfilled at the discretion of the director/supervisor.

- c. The second in-service day shall be scheduled at the discretion of the director/supervisor.
2. Full-time psychologists, occupational therapists and physical therapists shall work a 201-day contract, which includes the 184-day calendar, as defined above, with an additional seventeen (17) contract days.
3. Full-time work study coordinators' work year shall be the 184-day calendar, as defined above, with up to an additional 17 days.
4. Full-time speech pathologists' work year shall be the 184-day calendar, as defined above, with an additional six (6) days.
5. Part-time bargaining unit members shall be employed on a pro-rated basis as determined by the number of days listed above.
6. Should the Board determine some assignments may be worked on a contract requiring fewer contract days per year than the current contract, the Board may offer such a reduced day contract and the employee may elect to accept or reject such contract assignment without adverse or prejudicial treatment.

B. Additional Staff Development Day

1. All bargaining unit members shall work one (1) additional day of staff development and in consultation with and at the direction of the director/supervisor.
2. Employees will be notified of scheduled days at least 20 days in advance.
3. The day may be scheduled in full or partial days and occur after the regular school day during evenings or on Saturdays.
4. Employees shall receive a \$160.00 stipend to work the one (1) additional staff development day. It will be paid at the end of the school year.
5. The additional staff development day shall apply to all full and part time bargaining unit members.
6. The director/supervisor shall maintain records of attendance for payroll purposes.

C. Extended Service Contracts

Bargaining unit members may be issued Extended Service Contracts should the Board determine such need exists. All work beyond current contracts will be via Extended Service Contracts.

D. IEP Stipend

Upon consultation and approval of his/her supervisor, each classroom teacher responsible for writing three (3) or more IEP's shall be paid at a rate of \$50.00 per IEP written, excluding conferences. This stipend shall not exceed \$550.00 per classroom teacher per school year.

Upon consultation and approval of his/her supervisor, each speech/language pathologist responsible for writing three (3) or more speech only IEP's shall be paid at a rate of \$20.00 per IEP written, excluding conferences. This stipend shall not exceed \$200.00 per speech/language pathologist per school year.

In lieu of any portion of the stipend and upon consultation and approval of his/her supervisor, each special education classroom teacher may be granted up to three (3) days of release time per year to conduct IEP activities excluding conferences.

E. Alternate Assessment Stipend

Upon consultation and approval of his/her supervisor, each classroom teacher required to provide an alternate assessment(s) shall be paid at a rate of \$125.00 upon completion of each alternate assessment. This stipend shall not exceed \$550.00 per classroom teacher per school year.

F. Any payment(s) due for work outlined in Sections B, D, and/or E shall be paid at the end of the school year.

ARTICLE XVII

EXTENDED WORK YEAR

- A. When the Board determines that a district, specific program and/or student/parents' needs require services beyond the employee's current work year contract, Extended Work Year contracts shall be issued for such additional services. These Extended Work Year contracts shall specify the number of days of service requested and the salary to be received, paid at the members' per diem rate. These members shall have the right to accept or reject Extended Work Year Assignments.
- B. Extended Work Year contracts may be issued at any time during the year and shall be set forth in a limited contract of one year. Notwithstanding 3319.111 of the Revised Code, such Extended Work Year contracts shall expire on the date stated thereon unless the Board upon recommendation of the Superintendent, takes action to offer said member a renewal of such Extended Work Year contract.
- C. A member of the bargaining unit offered an Extended Work Year contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board at such time as shall be indicated on said contract; failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution and

receipt of said contract by the Treasurer, no member of the bargaining unit shall resign from such contract unless released by the Board; provided however, such release shall be granted if the member has resigned his/her regular employment contract.

ARTICLE XVIII

SUPPLEMENTAL SERVICE

- A.** Service by members of the bargaining unit extending before or after such member's regular duty day and/or year shall be deemed Supplemental Services. Service can also be deemed Supplemental if it is of a short term, incidental, temporary and/or optional in nature.
- B.** Supplemental Service work may be issued at any time during the year as work demands require.
- C.** Supplemental Service work may be offered at a different rate of pay than the employee's regular contract work.
- D.** Bargaining unit members shall have the right to accept or reject such Supplemental Service without adverse or prejudicial reaction from the administration or Board.
- E.** Supplemental Service may be set forth in a limited contract of one year. Notwithstanding 3319.111 of the Revised Code, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer said member a renewal of such supplemental contract.
- F.** A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board at such time as shall be indicated on said contract; failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution and receipt of said contract by the Treasurer, no member of the bargaining unit shall resign from such contract unless released by the Board; provided however, such release shall be granted if the member has resigned his/her regular employment contract.

ARTICLE XIX

HEALTH AND SAFETY

A. Calamity Days

Bargaining unit members shall not be required to report for work nor remain at their assigned stations when the local superintendent or building principal where bargaining unit members are assigned has declared a school or building closed because of weather, calamity, or other emergency. However, if such member has another assigned work station not affected by such closing, said member shall report to that work station.

Those bargaining unit members who have the TCESC office as a primary work station shall report to the TCESC office or non-school location. Those bargaining unit members who have school sites as their primary work stations shall report to the assigned work station that remains open. If students are in session at a bargaining unit member's work station, the bargaining unit member shall report to said site.

If a bargaining unit member(s) was scheduled to work at an alternate site or school district, he/she is required to report to work at that site provided it is not closed due to weather, calamity or other emergency. This applies to all professional days that had been approved.

If all Trumbull county schools are closed and no bargaining unit member has a scheduled appointment at TCESC, the bargaining unit member shall not be required to report.

A calamity day occurring during a previously scheduled leave in excess of ten (10) consecutive work days (whether sick leave, FMLA leave or other leave) will still be counted as a day of leave under the particular kind being utilized.

The intent of this provision is to address the situation in which the member is unable to perform professional services for the Board because a necessary facility is unavailable or unusable.

B. Hepatitis B. Vaccine

Employees may elect to receive the Hepatitis B vaccine on a voluntary basis. Employees will submit cost of inoculation for Hepatitis B to their insurance carrier. The Board will provide a group rate option to employees. Employees who choose to receive a Hepatitis B vaccine at an alternate facility other than the group rate facility will be responsible for payment of the difference between the group facility rate and the independent facility. The Board will be responsible for the balance between insurance coverage and the group rate.

Employees will be the sole determiner of their risk factor and will hold the Board harmless regarding any medical side effects attributed to inoculation. The series of inoculations and a confirming blood test may be received by each employee once. Thereafter, where the employee's doctor certifies that a further series will be of value, the employee may take such series at Board cost as provided above.

C. Lyme Disease Inoculation

The Board shall pay for Lyme Disease Inoculation for employees involved in environmental work. The superintendent/designee shall determine which, if any, employees qualify for such inoculation.

D. Support of Discipline

The Administration shall provide support in enforcing student discipline. When necessary supervisors shall meet with employees in need of administrative support and with local

district administration to attempt to provide more support in enforcing student discipline and a safer work situation. Opportunity for staff development shall be provided to employees addressing issues such as crisis intervention, therapeutic avoidance and/or intervention of violent/aggressive behavior.

E. Medical Procedures for Children

Medical procedures for children with specific needs shall be handled by a team approach. Members shall be provided with appropriate training prior to undertaking the administration of any medical or medically related procedures and shall be provided training updates or additional training as needed. At least one additional trained staff member shall be available whenever a procedure is being administered. No member shall hold himself/herself out as a registered nurse or attempt actions which may only be carried out by a registered nurse. Questions as to whether an action must be handled by a registered nurse shall be resolved by the child's physician. If a nurse is not available, the classroom assistant, if available, will perform such procedures. The classroom assistant or teacher will perform such duties when no one else is available.

F. Lice Infestation/Parasite

Any employee who works in a classroom where a child within the class has an infestation shall complete an incident report and may request reimbursement for control products from the Human Resources Department. An itemized receipt will be required.

ARTICLE XX

LEAVE PROVISIONS

All requests for Leave of Absence shall be submitted on a form furnished by the Board.

A. Battery Leave

1. Entitlement to Battery Leave

A member who is absent due to a physical disability which resulted from a battery arising out of and/or in the course of his/her employment shall be maintained on a full pay status during such disability up to a maximum of thirty (30) school days.

2. Justification for Use of Battery Leave

Such member shall prepare and give to the Superintendent or designee on a form furnished by the Board, a signed statement describing the facts warranting such battery leave.

3. Physician's Certificate

The employee shall also give to the Superintendent or designee a certificate from a licensed physician stating the nature of the disability, its probable cause, and the anticipated length of the disability.

4. **Restrictions**

Battery leave shall not be charged against any sick leave earned or earnable by the employee.

5. To be eligible for such leave, the member shall apply for and be granted benefits by the State of Ohio under Worker's Compensation Plan. The member shall submit to the Treasurer of the Board all compensation received from such plan or any day(s) charged to battery leave.

6. Personal property, e.g.; glasses, excluding jewelry, and including clothing damaged as a direct result of an assault, will be reimbursed to a cap of \$100.

B. Association Leave

A cumulative total of four days for all Association Leaves shall be granted. The Association President must previously approve each request prior to submission to the Superintendent.

C. Jury Duty/Court Appearance

Bargaining unit members shall be granted court or jury duty leave during normal working hours; provided, however, that they are served with a lawfully issued subpoena for such court or jury duty. There shall be no financial penalty attached to such service in any way, except that it be the understanding that whatever amount is earned in such capacity be returned to the Board less necessary and documented expenses incurred, and that such employee be paid his/her regular salary by the Board. All documentation shall be submitted to the Treasurer within twenty (20) workdays of completion of duty. However, fees earned for jury duty or court service on an employee's day(s) off or during the summer months do not have to be remitted to the Treasurer of the Board. Such days shall not be deducted from any other leave days.

When a bargaining unit member is subpoenaed to serve as a witness in a court action involving the Board or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s); provided, however, nothing herein shall require the Board to grant an absence with pay if the member is a party plaintiff in such suit against the Board nor when the Association is a plaintiff in a suit brought against the Board on behalf of the member or any other member of the bargaining unit.

D. Leave of Absence - Unpaid

1. Upon written application submitted to the Superintendent or his/her designee by a

member of the bargaining unit who has five (5) years of service, the Board shall grant a leave of absence, without pay, not to exceed one school year. However, the Board may grant a member of the bargaining unit one (1) additional year, if requested. Leaves will not be granted to employees who wish to accept other employment with another Board of Education in the same or a related professional area. The Board may limit this to no more than one (1) person per department and not more than five (5) bargaining unit members during the same time period for unpaid leave or professional leave. Unpaid leaves may be granted to employees with less than five (5) years at the Board's discretion.

2. The application for such leave shall be made sixty (60) days prior to the requested beginning of the leave.
3. Sick leave shall not accrue during the leave. Persons on leave may continue to participate through COBRA in the health insurance program provided they pay the premiums that the Board and employee together pay for the same coverage as stipulated by the Master Agreement and are accepted by the carrier.
4. A written declaration of intent to return to employment must be received sixty (60) days prior to termination of leave. The declaration shall be submitted to the Superintendent or designee.

If such notice is not received, the Board shall immediately send via certified mail to each employee a notice indicating the date by which the employee must provide the Board with written notice of intent to return. Evidence that the letter was sent to the last recorded address of the person on leave shall be the only required evidence of notice. The employee shall have ten (10) working days to respond in writing to the Board's notification. Failure to provide such notice shall be tantamount to resignation and surrender of right to recall.

5. The Board may require that the termination of such leave coincide with the end of the school year, the end of a semester, or some other point in time that minimizes the disruption of the educational program.
6. Upon return from an approved leave, the person shall be entitled to reinstatement to the same position which he/she held prior to the leave or a substantially equivalent position.

E. Family and Medical Leave

1. Eligibility
 - a. An eligible employee may take up to twelve (12) consecutive work weeks of unpaid leave (FMLA Leave) in any school year (July 1 to June 30) for one or more of the following circumstances:

- (1) the birth of an employee's child and to care for the child;
 - (2) the placement of a child with an employee for adoption or foster care;
 - (3) to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
 - (4) the employee's inability to perform the functions of the position because of the employee's own serious health condition.
- b. To be eligible for FMLA Leave, employees must:
- (1) have been employed by the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
 - (2) have worked at least 1,250 hours during the last twelve (12) months.
- c. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.
- d. This Section does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under this agreement. However, consistent with paragraph b above, if an employee is entitled to and takes paid sick leave for any of the circumstances set forth in a. (1)-(4) above, the leave will be treated as and counted against FMLA Leave available under this Article and the employee must comply with the requirements of this Article. If paid leave is available, it must be utilized even though such paid leave counts against FMLA leave.

2. Notice

- a. The employee shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
- b. Whenever the leave is necessitated by the serious health condition of the employee, or her/his family member, and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification. If

there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

3. Intermittent Leave and Reduced-Work Schedule

- a. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
- b. If any other employee requests intermittent leave or a reduced-work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:
 - (1) the employee is qualified for the position,
 - and
 - (2) the position better accommodates recurring periods of leave.

4. Leave Near End of Semester

- a. If an employee begins any FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:
 - (1) the leave is of at least three (3) weeks duration,
 - and
 - (2) the return to employment would occur during the three-week period before the end of the semester.
- b. If an employee begins FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the employee to continue taking FMLA Leave until the end of the semester, if:
 - (1) the FMLA Leave is of greater than two weeks duration, and
 - (2) the return to employment would occur during the two-week period

before the end of the semester.

- c. If an employee begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the Board may require the employee to continue to take leave until the end of the semester.

5. Medical Opinion

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for a FMLA Leave.

6. Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits, during the leave period.

7. Return to Work

- a. When an employee is medically able to return to work after a serious health condition, he/she shall provide the Board with a statement from his/her health care provider that the employee is able to resume the job functions of his/her position.
- b. At the end of a FMLA Leave, the Board shall restore an employee to employment within a reasonable time according to the conditions set forth in Section 4. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA Leave.
- c. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that give rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work serious health condition. Certification from the employee's health care

provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

8. **Construction**

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms are defined in the Family and Medical Leave Act.

9. For FMLA purposes, a year is the period July 1 to June 30.

F. Parental Leave

1. A bargaining unit member who becomes a parent, either through childbirth or adoption, shall be granted, upon request, a leave of absence without pay for child care reasons for either the balance of the first semester, or the balance of the school year in which the birth or adoption occurs, or for the full school year when the birth or adoption takes place in the summer recess.
2. This leave shall be extended one year upon request.
3. The application for parental leave shall be made forty-five (45) days prior to the requested beginning of the leave and shall begin on the date of birth or adoption unless sick leave is utilized in which case the parental leave will commence immediately following the sick leave. The application shall state the length of leave requested. The Board may grant a request to withdraw an approved leave up to the beginning date of the requested leave.
4. Sick leave shall not accrue during parental leave.
5. Persons on leave may continue to participate through COBRA in the health insurance benefits programs provided they pay the premiums that are paid by the Board and the employee together for the same coverages as stipulated in the Master Contract, and are accepted by the carrier.
6. The Board may require that the termination of such leave coincide with the end of the school year, the end of the semester, or some other point in time that minimizes the disruption of the educational program.
7. Upon return from an approved parental leave, the person shall be entitled to reinstatement to the same position which he/she held prior to the leave or to a substantially equivalent position.
8. A written declaration of intent to return to employment must be received sixty (60) days prior to termination of leave. The declaration shall be submitted to the

Superintendent or designee. If such notice is not received, the Board shall immediately send via certified mail to each employee a notice indicating the date by which the employee must provide the Board with written notice of intent to return. Evidence that the letter was sent to the last recorded address of the person on leave shall be the only required evidence of notice. The employee shall have ten (10) working days to respond in writing to the Board's notification. Failure to provide such notice shall be tantamount to resignation and surrender of rights to recall.

G. Personal Leave

1. Personal Leave is any absence from duty for the purpose of discharging an essential personal obligation which cannot be discharged at any time other than school time, and which is not otherwise permissible as sick leave. Personal leave shall not be used for vacations, recreation, to work on another job for pay, to do work at home other than that of an emergency nature, job actions, or to extend holidays. Any violation of this procedure may be considered grounds for disciplinary action.
2. Bargaining unit members shall be granted three (3) days of personal leave. After April 1st, bargaining unit members will be limited to one (1) day which is restricted (i.e. reason for leave is provided). Additional unused personal days may be granted under extenuating circumstances.
3. Request for personal leave shall be made on the proper form to the Superintendent. Except for instances of emergency, submission of personal leave must be filed with the Superintendent at least five (5) days in advance.
4. An employee's unused personal leave days shall be transferred and credited to his/her accumulated sick leave days at the end of each school year. Unused personal leave shall convert on a one-to-one basis to sick leave.
5. An employee employed after August 1 who does not work a full year contract shall be granted personal leave on a pro-rated basis.

H. Attendance Recognition

There is an Attendance Recognition of a \$500.00 U.S. Savings Bond for any bargaining unit member who misses zero sick or personal days in a school year, or a \$200.00 U.S. Savings Bond to those who miss one or two sick or personal work days. Both are payable at the end of the school year. Part-time employees will be compensated on a pro-rated basis. An employee using Religious Leave, whether as unpaid or personal leave, shall not be penalized.

I. Sick Leave

1. Entitlement to Sick Leave

Bargaining unit members may use sick leave for the following reasons: personal

illness or injury; illness, injury or death in the immediate family; exposure to contagious disease and illness or disability by reason of pregnancy. An employee who has been on sick leave may be required by the Board to furnish the name and address of the employee's physician, and the employee shall authorize the physician to release a confirmation of a disability but not necessarily the nature of such. If the Board requires a statement from a Board designated physician certifying the employee's ability to return to work, the Board agrees to pay the physician.

2. Immediate Family Defined

Immediate family is interpreted as: mother, father, brother, sister, husband, wife, child, parent-in-law, grandparent, grandchild, or any relative or member of the household clearly standing in the same relationship to the Employee as any of those named.

3. Crediting and Accumulation of Sick Leave

Each member will earn and be credited with 1-1/4 day sick leave per month of the employee's contract work year. Each new member of the bargaining unit and any member(s) whose sick leave is exhausted shall be advanced five (5) days of sick leave credit at the beginning of the school year. If illness requires the employee to use the full amount of credit before four (4) months of service have been completed such members of the bargaining unit may not be lawfully advanced additional sick leave credit. The five-day advance is to be deducted from the future accumulation of sick leave credit the member of the bargaining unit earns on the basis of completed months of service under provisions of this Article. Members of the bargaining unit who work less than full time or on a per diem or hourly basis shall accrue sick leave on a pro-rated basis according to hours actually worked.

4. Sick leave accumulation shall not exceed 330 days for the length of this contract. Sick leave accumulation from prior public service in Ohio shall be credited to a new employee not to exceed the maximum permitted accumulation hereunder provided the new employee has returned to public service within the 10 years from the date of last termination from public service.

5. It is the responsibility of the employee to submit the proper form to the Superintendent or designee when sick leave has been used. This form must be submitted within seven (7) days of return to work. In case of an extended illness, a form shall be submitted bi-weekly in order to keep accurate records. Failure to submit proper form may result in deduction of pay for day(s) of absence. The fraudulent use of sick leave or the falsification of any certification as provided in this section shall be grounds for contract termination or such other disciplinary action as the Board deems advisable.

J. Sick Leave Bank

1. Establishment

- a. Each bargaining unit member may contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period shall be August 20 – September 30 each year.
 1. To be eligible, a full-time employee must have accumulated at least 7.5 hours/one (1) day of sick leave and a part-time employee must have accumulated the pro-rated/equivalent of one day of sick leave by September 30.
 2. The deduction of contributed sick leave will occur on the first pay date in November.

New employees with accumulated sick leave hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable nor does it count against the Attendance Recognition.

- b. During the year additional time shall be donated by bank members upon the agreement of the Sick Leave Bank Committee.
- c. If fifteen (15) participants are not enrolled by the initial enrollment deadline, there will be no deduction of sick leave days and the bank will not be established.
- d. No donations may be made except as provided in this section.
- e. The Association has the responsibility to inform bargaining unit members of the Sick Leave Bank and enrolling interested parties, and supplying this information to the Treasurer's Office. Communication regarding the operation of the Sick Leave Bank will rest with the Sick Leave Bank Committee and the Association.

2. Operational Procedures

- a. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- b. Use of days from the Sick Leave Bank will be limited to illness of the bargaining unit member, spouse, or dependent children or any relative or member of the household clearly standing in the same relationship to the employee as those named. A doctor's statement is required with the application in order to be considered.

- c. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
- d. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee.
- e. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period up to a maximum of 20 days. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

3. Sick Leave Bank Committee

- a. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Board will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
 - (1) Superintendent of the Board or his/her designee.
 - (2) The Association President or his/her designee.
 - (3) Treasurer of the Board or his/her designee.
 - (4) Two bargaining unit members. These members are to be appointed by the Association President.
- b. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- c. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.
- d. The SBC will be responsible for developing the forms needed to operate the Bank.
- e. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

K. Work Related Physical Injury

A work related injury is when a member suffers a physical injury while performing assigned duties for the Board.

A Board accident report form shall be completed and submitted to the employee's supervisor within 24 hours of the injury.

For Worker's Compensation the employee shall report the claim to the proper Worker's Compensation Administrator based on the latest information provided by the Board available through the Human Resources Department.

An employee may reimburse the Board the complete costs for the total number of sick days used (including salary, retirement, worker's compensation and Medicare) due to the physical injury from awards paid through Worker's Compensation. This may only be done during the same calendar year of sick leave use.

L. Bereavement Leave

One day leave for bereavement reasons shall be granted for immediate family as defined in sick leave policy.

ARTICLE XXI

STAFF DISCIPLINARY CODE

- A.** Bargaining unit members shall comply with reasonable directives and duty assignments which are consistent with the professional responsibilities outlined in their job descriptions.
- B.** Bargaining unit members shall not engage in unauthorized absences.
- C.** When a bargaining unit member's immediate supervisor or the Superintendent believes that a bargaining unit member is in violation of reasonable rules and regulations of the Board, or of administratively promulgated directives, the administrator shall first discuss the violation with the member. If the Superintendent determines that there is just cause, the Superintendent may impose such sanction as he/she deems advisable.
- D.** The member has the right to Association representation at any administrative conference which he/she believes to be disciplinary in nature.
- E.** If a member receives a written reprimand, he/she may attach a rebuttal to the reprimand.
- F.** No bargaining unit member shall be disciplined, reprimanded, reduced in rank or suspended without pay without good and just cause.

ARTICLE XXII

STAFF APPRAISAL

- A. The Staff Appraisal Procedure is reviewed and amended by the Association and Board.
- B. Each member of the bargaining unit will be provided with a copy of the Staff Appraisal Procedure at the start of each school year.
- C. The staff appraisal system is linked to professional performance. It encourages a positive working relationship between the staff member and the appraiser. The goal of the Staff Appraisal Procedure is to provide quality services to students. Unless otherwise noted, the appraisal process and all provisions therein shall follow the Ohio Revised Code (3319.111).
- D. The Staff Appraisal Procedure may be reviewed by the Superintendent and revisions presented to the Board for consideration prior to August 1st of any year. Notice of the revisions shall be given to the President of the Association thirty (30) days prior to any action by the Board. The Association President, or designee, will be given an opportunity to meet with the Superintendent, or designee(s), to discuss the revisions and provide recommendations.

ARTICLE XXIII

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, determine continuing education units, and/or other equivalent activities necessary for certification or license renewal.

B. Committee Composition and Selection

The committee shall be comprised of seven members, four Association selected representatives and three administrators selected by the Superintendent. Terms of office shall be in accordance with the Constitution and By-laws of the LPDC. Replacements shall be selected in the same manner as the original members were selected. When the LPDC consider the individual professional development plans of administrators, two of the four Association representatives will not vote, making the LPDC decisions on administrative professional development plans made by a majority of administrators (i.e. 3 to 2).

C. Duties

The committee shall select a chairperson and shall formulate a constitution and by-laws to control the operations of the Committee, including, but not limited to, the meeting dates,

times, what determines a quorum, decision making and an appeal procedure. The appeals process shall not preclude any appeal process established by the county or state, but the local process must be the first pursued. A decision of the LPDC or any body that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in this negotiated agreement.

D. Meetings

There shall be five meetings scheduled per year, which shall consist of meetings and/or training sessions, which shall take place on workdays from 8:00-3:00. If five meetings are not necessary in order for the LPDC to conduct business, fewer meetings shall be held.

E. Compensation

The bargaining unit chairperson shall receive an annual stipend of \$200 payable at the end of the school year. If meetings must be scheduled beyond the normal workday, the Association committee members shall be paid \$20.00 per hour with the prior approval of the Superintendent.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance -- a grievance is defined as a complaint by a member of the bargaining unit, a group of members, or by the Association, that there has been an alleged violation, misinterpretation, or misapplication of the agreement between the Board and the Association.
2. Grievant(s) -- The member or members making a complaint.
3. Association as Grievant -- The Association may bring a grievance in its own name when the alleged violation, misinterpretation or misapplication of the contract is a right or privilege granted to the Association or the grievance is a "class action." For the purpose of this subsection, a class action grievance is one which involves multiple members and arises out of the same or substantially same facts and circumstances.
4. Days -- Days, unless defined otherwise herein, shall be defined as days when members of the bargaining unit are regularly scheduled for duty; provided, however, once a grievance has been filed, such procedure shall not be interrupted by the summer recess.

B. Informal Procedure

A member who believes a grievance has occurred shall first discuss it with his/her immediate supervisor as described in the job description, with the objective of resolving the matter informally. Such discussion shall occur within fifteen (15) days from the occurrence giving rise to such grievance or shall be waived and considered no longer to exist.

C. Superintendent Level

If the grievance is not resolved informally, the grievant shall, within ten (10) days of the informal meeting, file the grievance in written form with the Superintendent or his/her designee. The grievance shall be on a form provided by the Board and shall set forth the name of the grievant(s); the date of the occurrence and the date of filing; the express provision(s) of the contract allegedly violated, misinterpreted or misapplied, a concise statement of the material facts upon which the grievance is founded and the remedy demanded. The Superintendent or his/her designee shall, at the request of the grievant, or the Association, conduct a hearing within ten (10) days of the receipt of the grievance form. Following the hearing, the Superintendent shall render his/her written decision within five (5) days. Such decision shall be given to the grievant(s) with copies to the immediate supervisor and to the Association President.

D. Board Level

If the grievant is not satisfied with the Superintendent's or his/her designee's response, the grievant shall notify the Treasurer of the Board within five (5) days from the Superintendent's or his/her designee's decision. Within three (3) days from the receipt of such notice, the Treasurer shall notify the grievant whether the Board will hear the grievance. If the Board agrees to hear the grievance, a hearing shall be conducted in executive session within seven (7) days of receipt of the notice and a decision made within five (5) days from the conclusion of said hearing. If the grievant is not satisfied with the Board's decision or the Board declines to intervene, the grievant may proceed to Arbitration.

E. Arbitration

If the Association and the grievant are not satisfied with the Board's or their designee's response, the grievance shall proceed within ten (10) days to the arbitration level. Within ten (10) days of the Board's decision, the Association and the Board shall jointly petition the American Arbitration Association for an arbitrator under the voluntary rules of the AAA.

F. Arbitrator's Authority and Decision

1. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The arbitrator may hear such testimony and receive such exhibits as he/she feels necessary to make a determination on the merits of the grievance. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the parties.
2. The arbitrator shall not have the authority to add to, subtract from, modify, change or

alter any of the provisions of the collective bargaining agreement; nor to add to, detract from or modify the language therein arriving at a determination of any issue presented that is proper with the limitation expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall not fashion any remedy which does not directly effectuate the intent and purpose of the contract provision being scrutinized when viewed with its ancillary provisions.

3. The costs for the arbitrator and hearing room shall be paid by the non-prevailing party. On split decisions, the arbitrator shall allocate these costs. Court reporter and original transcript fees shall be borne by the party who retains the court reporter unless the other party orders a copy of the transcript whereupon the total costs of the court reporter and transcripts will be divided equally between the Board and the Association.

G. Expedition of Grievances

If the Association and the Superintendent agree, the informal step of the Grievance Procedure may be by-passed and the grievance brought directly to the Superintendent or his/her designee.

H. Right to Representation

1. Both parties shall have the right to representation at all levels of the procedure beginning at the Superintendent level.
2. The Association President shall be informed of and invited to have representation at all grievance hearings at the Superintendent and Board levels.

I. Timely Response

Failure of the administration to respond in a timely fashion at any level shall permit the grievance to proceed to the next step in the procedure. Failure of the grievant to adhere to the time lines set forth herein shall be deemed a waiver of his/her right to proceed.

J. No Reprisal

The fact that a member of the bargaining unit files a grievance shall not be considered in the transfer, assignments, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers, or any member of the Board or employees of the Board be placed in jeopardy or be subject or reprisal or discrimination for having followed or participated in this grievance procedure.

ARTICLE XXV

PAYROLL

A. Payroll Deductions

Bargaining unit members shall have the following deductions made upon request (or as required by law):

1. Federal, state and local income taxes
2. Retirement contributions
3. Credit Union
4. Government bonds
5. United Appeal
6. Association dues
7. Annuity contributions:

Pursuant to Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into "salary reduction agreements" under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is intended to be qualified under IRC Section 403(b) (a "tax-sheltered annuity"). The following restrictions and limitations apply with respect to such matters:

- a. An employee's deferral election must be made in writing and filed with the Treasurer at least [ten (10)] days prior to the payroll date that it is to be effective.
- b. The Treasurer's office shall make a good faith effort to limit the amount of the Employee's contributions each year to an amount that does not exceed the maximum limitations for IRC Section 403(b) tax-sheltered annuities. The parties further agree that, employees shall not be permitted to use the 15-year catch up limitation in IRC Section 402(g)(8). The Board may, but is not required to, hire a third party service provider to assist in monitoring whether the contributions of employees are within the tax law limits.
- c. In accordance with Ohio Revised Code ("ORC") Section 9.91, the Board may require that [five (5)] employees elect to have contributions made to or

through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity.

- d. In accordance with ORC Section 9.91, the Board may require all current and future tax-sheltered annuity providers or brokers execute a reasonable hold harmless agreement protecting the Board from liability. The Board, the Treasurer, and employees of the Board, do not review or approve the terms of the tax-sheltered annuities and do not endorse or in any way recommend the tax-sheltered annuity contracts to employees. Nor does the Board, the Treasurer or any employees of the Board insure or in any way guarantee the payment of any benefits or other amounts from any tax-sheltered annuity contract under any circumstances, including, without limitation, non-payment of any amounts caused by the insolvency, bankruptcy, reorganization or rehabilitation of the provider or investment losses of an employee.

The Board shall be permitted to adopt a plan document that is intended to comply with the requirements of Treasury Regulations under IRC Section 403(b). Unless otherwise required by law, the terms of the Plan document that pertain to employees covered by this Agreement shall not be inconsistent with the terms of this Agreement.

The Board and Treasurer's office shall make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state school district and local income taxes and employment taxes with respect to tax-sheltered annuity contributions to the extent that they believe is required by applicable law.

8. Optional Life Insurance, if purchased and approved by the carrier providing group life coverage under the provisions of this Contract.
9. F.C.P.E. (Fund for Children and Public Education)

B. Payroll Practices

1. Pay date will be every other Friday. Members' salary shall be divided into twenty-six (26) equal amounts. When there are 53 Fridays in a school year, there will be three weeks between one pay period.
2. All employees shall be paid by direct deposit.
3. A direct deposit statement shall be mailed electronically two (2) days prior to the pay date. If the pay date falls on a legal holiday, the pay date shall be the day before.

ARTICLE XXVI

COMPENSATION

A. Health Insurance

The Board will provide medical/hospitalization insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter "Consortium") in the following manner:

1. Eligibility

Eligible bargaining unit members hired before October 1, 2007, wanting health insurance coverage [including prescription drug coverage] will choose from the PPO plans offered through the Consortium. The selected insurance plan will become effective with the Board's Open Enrollment period. Such bargaining unit members choosing PPO-1 or PPO-2 will contribute seven (7%) percent of the monthly premium costs by payroll deduction effective for the monthly premium due August 1, 2011, and ten (10%) percent of the monthly premium costs by payroll deduction effective for the monthly premium due August 1, 2012. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 or PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-1 or PPO-2, the employee shall pay seven (7%) percent of the monthly premium costs by payroll deduction effective August 1, 2011 and ten (10%) percent of the monthly premium costs by payroll deduction effective August 1, 2012.

Eligible bargaining unit members hired after October 1, 2007, desiring health insurance coverage [including prescription drug coverage] may choose either PPO-2 or PPO-3 offered through the Consortium. PPO-2 selection will require a 10% premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.

Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum of \$2,500.00 annually.

This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependant care expenses as allowed under Section 125 of the Internal

Revenue Act of 1978. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan can be made only once per year.

Eligible bargaining unit members selecting PPO-2 and PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.

Prescription drug coverage is included with each of the PPO plans and may not be chosen separate from the PPO nor may the PPO coverage be chosen without the accompanying drug coverage specified by the PPO plan.

Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer that cost the spouse less than \$100.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for family coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.

Eligible bargaining unit members who have a spouse who is also employed and eligible for coverage with this District or another Consortium member district shall either each obtain a single coverage policy from their respective employer or may select family coverage from the employer of the spouse with the earliest birth date in the year (i.e., the birthday rule). Neither spouse is eligible to receive "opt-out" payments if both receive coverage through the Consortium.

If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing questionnaires and/or assessments. Although bargaining unit members would be encouraged, based upon their assessment/testing results, to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.

2011-2012	7%	Employee contribution of the monthly medical premium costs Not to exceed: \$60.00 (Single) \$150.00 (Family)
2012-2013	10%	Employee contribution of the monthly medical premium costs Not to exceed: \$70.00 (Single) \$175.00 (Family)
2013-2014	10%	Employee contribution of the monthly medical premium costs Not to exceed: \$80.00 (Single) \$200.00 (Family)

B. Dental Benefits

Maximum benefits for each calendar year for Class I, II and III services increase to \$1,300.

1. The Board shall make available to each member of the bargaining unit with a single/family dental coverage benefit as follows:

Maximum Benefits each calendar year for
Class I, II and III services \$1300.00

Lifetime maximum for orthodontic services,
per person \$1000.00

Individual Deductible \$ 25.00

Family Deductible \$ 75.00

2. Percentage of reasonable and customary amounts payable for covered dental expenses:

Class I 100%

Class II 80%

Class III 80%

Class IV 60%

3. Classes of service are defined as follows:

CLASS I * (PREVENTIVE & DIAGNOSTIC)

Routine Oral Exams - twice in any consecutive 12 month period

Teeth Cleaning twice in any consecutive 12 month period

Fluoride Treatments once every 12 months

Emergency Pain Treatment

Space Maintainers

Diagnostic X-Rays

Tests & Lab Exams

* No deductible on Class I benefits

CLASS II (BASIC RESTORATIVE)

Fillings, Amalgams, Silicates, Acrylics

Root Canal Therapy

Repair of Bridgework & Dentures

Extractions and Oral Surgery

General Anesthesia, only if medically necessary

CLASS III (MAJOR RESTORATIVE)

Inlays, Onlays, Gold Fillings, or Crown Restorations

Initial Installation of Fixed Bridgework

Installation of Partial or Full, Removable Dentures

Replacement of Existing Bridgework or Dentures

CLASS IV * (ORTHODONTIA)

Full Banded Orthodontic Treatment

Appliances for Tooth Guidance

Appliances to Control Harmful Habits

Retention Appliances - Not in connection with full banded treatment

• No deductible on Class IV benefits

4. The Board shall pay 100% of any premium for the single/family dental benefits for each bargaining unit member for the duration of this contract. The Board retains the right to send these coverages out for bid and the Board shall be the final selector of the provider.

C. Insurance Option

Employees who choose not to enroll in the Board's health benefits package shall receive an "opt out" payment of \$1200.00 for hospitalization, medical, surgical and major medical, and

an "opt out" payment of \$350 for dental coverage for each year not enrolled. Said amounts are to be paid in two installments, the first at the end of January and the second at the end of July. Such payments are not a part of salary for the purpose of retirement. The "opt out" payment amount will be processed through an appropriate IRS Plan.

D. Life Insurance

The Board shall provide life insurance coverage of \$50,000 for each member of the bargaining unit.

E. Vision Insurance

Payroll deduction is available for vision insurance.

F. Part-Time Employees

Members of the bargaining unit who work 50% of full time (184 days/7.5 hours per day) or more shall have their benefits paid by the Board on a pro-rated basis. Members who work less than 50% of full time may elect to participate in the benefits program. Such members shall pay the full cost of their benefits. Employees hired prior to the 1992-93 school year working less than 50% of full time will be grandfathered and shall continue to have their benefits paid by the Board on a prorated basis.

G. Salary

The salary for bargaining unit members shall be an increase on the base salary of 0% for 2011-2012, 0% for 2012-2013 and 0% for 2013-2014. The index and "columns" and "steps" relative to educational training and experience remain as per current contract with one exception. A flat dollar amount of \$250.00 will be added to the twenty-sixth (26) step for the MA+30 and the PH.D. columns. All dollar amounts will be rounded to the nearest dollar.

1. Each bargaining unit member shall be placed on the following indexed salary schedule according to his/her service credit and appropriate professional training to determine the appropriate compensation.
 - a. Column I applies to all bargaining unit members whose greatest level of professional training is a Bachelor's Degree. (See G.1.g)
 - b. Column II applies to all bargaining unit members whose greatest level of professional training is 20 semester hours beyond their Bachelor's degree. (See G.1.g)
 - c. Column III applies to all bargaining unit members whose greatest level of professional training is a Master's Degree. (See G.1.g)

- d. Column IV applies to all bargaining unit members whose greatest level of professional training is at least fifteen semester hours completed after conferral of a Master's Degree. (See G.1.g)
 - e. Column V applies to all bargaining unit members whose greatest level of professional training is at least 30 semester hours completed after conferral of a Master's Degree. (See G.1.g)
 - f. Column VI applies to all bargaining unit members whose greatest level of professional training is a Doctorate. (See G.1.g)
 - g. In order to be eligible for horizontal movement on the salary schedule to BA+20, Master+15, Master+30 and Ph.D./Ed.D., all additional hours must be directly related to the professional staff member's area of educational certification or be applicable to additional educational certification as approved by the State of Ohio, Department of Education, Division of Teacher Education and Licensure and the TCESC LPDC. All course work shall be completed satisfactorily at accredited colleges and/or universities recognized by the State of Ohio, Department of Education, Division of Teacher Education and Licensure.
 - h. In order to become eligible for placement at the M+15 or M+30 salary index, all qualifying hours (15 or 30 semester hours) must have been earned subsequent to the conferral of the Master Degree.
 - i. Each employee who has completed additional graduate semester hours which qualify him/her for a horizontal movement to a higher salary category must file an official transcript and submit the required form with the Human Resources Department by September 15. Should transcripts not be available, a letter from the Dean of Education certifying that the employee has completed the additional graduate semester hours which qualify him/her for movement to a higher salary category must be filed with the Human Resources Department by September 15. Upon such filing the employee will be immediately placed at the proper salary level. This shall be the employee's responsibility.
 - j. In order to move to the next step on the salary schedule, an employee must have accrued 120 days of work by the beginning of the school year since the last increment.
2. The base salary for 184 day bargaining unit members at index placement 1.000 (Step 0, Column I) shall be \$30,331 for the 2011-2012, 2012-2013, 2013-2014 contract years.

3. The base salary for 201 day bargaining unit members at index placement 1.000 (Step 0, Column I) shall be \$33,132 for the 2011-2012, 2012-2013, 2013-2014 contract years.
4. Occupational and physical therapists will be paid on a separate salary schedule. The base salary for index placement 1.000 (Step 0, Column I) shall be \$48,174 for the 2011-2012, 2012-2013, 2013-2014 contract years.

H. Employment of Retired Bargaining Unit Members

NOTE: Once more specific information becomes available from STRS, the parties herein agree to meet to review the current language.

1. Retired individuals who return to active employment shall be placed at the 5th step of the salary schedule according to degree.
2. These members shall remain at that step and not accrue experience time to move from that step unless they are employed for consecutive years which will allow salary increment movement to the next level to a maximum of 10 years.
3. This Article shall supersede the salary schedule of this agreement and sections 3319.11, 3319.111, and 3317.13 of the Ohio Revised Code.
4. Such member shall be employed on a one-year limited contract automatically non-renewed at the end of each school year and not be eligible for continuing contract status. Any position filled by a retired individual will be posted at the end of each school year.
5. Board paid insurance will not be available to these bargaining unit members. However, these bargaining unit members are eligible to purchase group insurance at their own expense, paid prior to the first of each month or through payroll deduction.
6. There shall be no severance pay accrued for such member.
7. Such member shall be entitled to accrue sick leave limited to fifteen days per year as accrued.
8. This Section of Article XXVI., Compensation, of the complete agreement shall not be grievable nor shall any actions be filed through SERB or a court of law with regard of Article XXVI.
9. This clause shall take effect on August 1, 2001 and any bargaining unit member currently employed shall be exempt and continue according to past practice.

I. Severance Pay

Maximum severance pay shall be 70 days for the life of the contract using the following formula:

1. In accordance with Revised Code 124.39, any Board employee who qualifies for retirement under State Teacher Retirement System or the State Employees Retirement System may use accumulated sick leave for severance pay in the following manner and under the following guidelines:
 - a. One-fourth of the accumulated sick leave, not to exceed the maximum severance benefit.
 - b. Payment of severance pay shall be no sooner than two months after the final date of employment and only after verification from the State Retirement System that said employee has, in fact, applied for, and been accepted for, Ohio Retirement.
 - c. Ten years or more of service with the state and five or more years with the Board are required to qualify for severance pay.
2. The purpose of this section is to provide for payment of severance of a qualified participant into an annuity contract or custodial account that is designed to meet the tax qualification requirements of Section 403(b) of the Internal Revenue Code (also known as a "TSA").

Notwithstanding anything in Board policy or this Master Agreement to the contrary, certain retiring employees shall have their "Severance Pay" (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). This arrangement shall be referred to herein as the "403(b) Plan".

The terms of the 403(b) Plan shall, at a minimum, include the following:

- a. Participation in the 403(b) Plan shall be mandatory for all certified bargaining employees who meet the following requirements:
 - (1) The employee retires and is entitled to "Severance Pay" (as defined below) under the terms of applicable Board policy; and
 - (2) The last day of the employee's employment is after the calendar year that the employee attained age 54.
- b. For purposes of the 403(b) Plan, the term "Severance Pay" shall include all of the following types of pay:

- (1) amounts that are payable to the employee on account of the employee's accumulated but unused sick days, but only to the extent that the total days to be paid to the retiring employee exceed thirty (30) days of pay,
 - (2) any amounts that are payable to the employee on account of accumulated but unused vacation days,
 - (3) any amounts that are payable to the employee on account of accumulated but unused personal days, and
 - (4) any amounts that are payable to the employee as an incentive to retire or as an early notification payment.
- c. If a retiring employee is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan at the time or times otherwise provided for payment of Severance Pay under the terms of applicable Board policy.
 - d. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b).
 - e. To the extent that a member's Severance Pay exceeds the maximum contribution allowable under the 403(b) Plan for any calendar year, the excess amount shall be payable to the 403(b) Plan in the following January, up to the maximum 403(b) Plan limits for that calendar year. If there is any remaining excess, it shall be paid in cash to the retiring member.
 - f. An employee who is a participant in the 403(b) Plan shall designate the TSA provider who is to receive the contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at that time of the employee's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.
 - g. If a member is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider and then paid to a Beneficiary of the employee in accordance with the terms of the TSA provider contract.
3. Any employee who is entitled to Severance Pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all Severance Pay in

accordance with applicable board policy. The employee may elect to defer such payments to a TSA only if, and to the extent, permitted by law and Board policy. In addition, as permitted by law and Board policy, a Participant in the 403(b) Plan shall also be entitled to electively defer any amounts that are payable to the employee on account of the employee's accumulated but unused sick days, to the extent that the total of such days do not exceed the thirty (30) days of pay that is excluded as "Severance Pay" under the 403(b) Plan, pursuant to Section 2(b)(1) above.

4. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board, nor the Treasurer, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a member.

J. Mileage Reimbursement

1. Mileage reimbursement shall be paid at the rate of:

2011-2012 - 47¢

2012-2013 - 48¢

2013-2014 - 50¢

Note: At no time will the mileage rate exceed the IRS rate.

2. Mileage will be paid to any employee who:
 - a. Travels during the work day to perform work duties; such as attend meetings or seminars, travel between work sites, make home visits, or any other travel as directed or on behalf of the district or administration.
 - b. Transports students when approved by the supervising director/superintendent/designee.
3. Mileage will not be reimbursed to and from the employee's residence or to locations other than work sites. Work sites are an employee's assigned school buildings and other related educational locations approved by the employee's supervisor.
4. Application for reimbursement and reimbursement shall be completed in accordance with Board/Treasurer procedures. Purchase orders with estimated mileage applications shall be filed and approved prior to incurred travel.

K. Tuition Reimbursement

1. Certified/licensed bargaining unit members shall receive reimbursement only for pre-approved credit courses in an approved master's program or for graduate work in the employee's area of certification/licensure in which a grade of B or better is obtained, or a P in a pass/fail; S in a satisfactory/unsatisfactory course. Credit courses must be pre-approved by the Human Resources Department prior to scheduling.
2.
 - a. There will be a \$11,000 fiscal year (July 1 – June 30) limit for tuition reimbursement for the Association.
 - b. Bargaining unit members will be reimbursed on a first come/first served basis.
 - c. If the number of member requests exceeds the \$11,000 tuition allocation, these members who did not receive their portion of the allocation in a particular fiscal year will be the first to be paid in the succeeding fiscal year as part of the \$11,000 allocation limit per year. The request must be received by the Human Resources Department no later than September 1 of the succeeding fiscal year.
3. Bargaining unit members will be reimbursed as follows:
 - a. On a one (1) credit basis.
 - b. At a rate not to exceed the tuition cost, up to a maximum of \$100.00 per quarter hour and/or \$175.00 per semester hour with a maximum \$800 per bargaining unit member per year and a yearly maximum allocation of \$11,000 per fiscal year for all eligible employees.
 - c. The stipend for pre-approved coursework will be applied to the total reimbursement for that fiscal year based on date of transcript.
4. No bargaining unit member shall be paid both a stipend and tuition reimbursement for the same contact hour.
5. No bargaining unit member shall be reimbursed without first obtaining approval by the Human Resources Department prior to taking any course.

ARTICLE XXVII

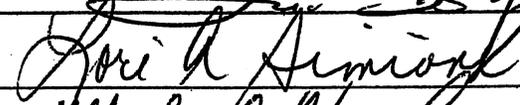
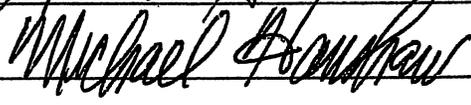
COMPLETE AGREEMENT

This Contract contains the full and complete agreement between the Board and the Association on all negotiable issues. Neither party shall be required, during the term thereof, to negotiate any issue except as specifically provided for in this Contract or unless otherwise mutually agreed to and executed in writing by the parties hereto.

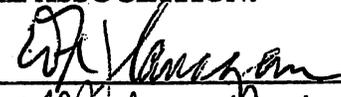
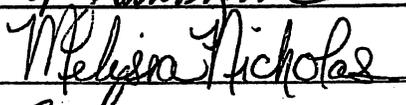
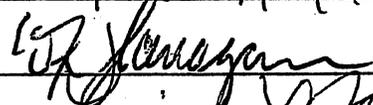
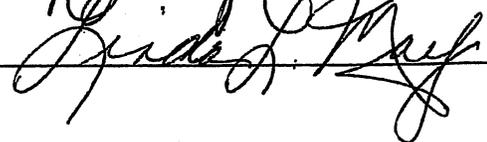
LENGTH OF CONTRACT

This Contract shall be effective 12:01 a.m. June 15, 2011 through 11:59 p.m. July 31, 2014 at which time it shall expire.

FOR THE BOARD:

	<u>President</u>
	<u>Treasurer</u>
	<u>Superintendent</u>

FOR THE ASSOCIATION:

	<u>President</u>
	<u>Secretary</u>
	<u>Treasurer</u>
	<u>OEA Staff</u>

SCHEDULE: 2011-2014 CERTIFIED BARGAINING UNIT, 184 DAYS

EXP	BA	BA+20	MA	MA+15	MA+30	PH.D.
0	30331 1.0000	31848 1.0500	33364 1.1000	33667 1.1100	3397 1.1200	34881 1.1500
1	31696 1.0450	33364 1.1000	35336 1.1650	35669 1.1760	36018 1.1875	37004 1.2200
2	33061 1.0900	34881 1.1500	37004 1.2200	37368 1.2320	37762 1.2450	38824 1.2800
3	34426 1.1350	36397 1.2000	38672 1.2750	39066 1.2880	39506 1.3025	40644 1.3400
4	35791 1.1800	37914 1.2500	40340 1.3300	40765 1.3440	41250 1.3600	42463 1.4000
5	37155 1.2250	39430 1.3000	42008 1.3850	42463 1.4000	42994 1.4175	44283 1.4600
6	38520 1.2700	40947 1.3500	43677 1.4400	44162 1.4560	44738 1.4750	46103 1.5200
7	39885 1.3150	42463 1.4000	45345 1.4950	45860 1.5120	46482 1.5325	47923 1.5800
8	41250 1.3600	43980 1.4500	47013 1.5500	47559 1.5680	48226 1.5900	49743 1.6400
9	42615 1.4050	45497 1.5000	48681 1.6050	49258 1.6240	49970 1.6475	51563 1.7000
10	43980 1.4500	47013 1.5500	50349 1.6600	50956 1.6800	51714 1.7050	53383 1.7600
11	45345 1.4950	48530 1.6000	52018 1.7150	52655 1.7360	53458 1.7625	55202 1.8200
12	46710 1.5400	50046 1.6500	53686 1.7700	54353 1.7920	55202 1.8200	57022 1.8800
13	48075 1.5850	51563 1.7000	55354 1.8250	56052 1.8480	56946 1.8775	58842 1.9400
14			57022 1.8800	57750 1.9040	58690 1.9350	60662 2.0000
16		53079 1.7500	58690 1.9350	59449 1.9600	60435 1.9925	62482 2.0600
18		54596 1.8000	60359 1.9900	61147 2.0160	62179 2.0500	64302 2.1200
20			62027 2.0450	62846 2.0720	63923 2.1075	66122 2.1800
22			63695 2.1000	64544 2.1280	65667 2.1650	67941 2.2400
26	49322	55843	64941	65792	67177	69452

SCHEDULE: 2011-2014 CERTIFIED BARGAINING UNIT, 201 DAYS

EXP	BA	BA+20	MA	MA+15	MA+30	PH.D.
0	33132 1.0000	34789 1.0500	36445 1.1000	36777 1.1100	37108 1.1200	38102 1.1500
1	34623 1.0450	36445 1.1000	38599 1.1650	38963 1.1760	39344 1.1875	40421 1.2200
2	36114 1.0900	38102 1.1500	40421 1.2200	40819 1.2320	41249 1.2450	42409 1.2800
3	37605 1.1350	39758 1.2000	42243 1.2750	42674 1.2880	43154 1.3025	44397 1.3400
4	39096 1.1800	41415 1.2500	44066 1.3300	44529 1.3440	45060 1.3600	46385 1.4000
5	40587 1.2250	43072 1.3000	45888 1.3850	46385 1.4000	46965 1.4175	48373 1.4600
6	42078 1.2700	44728 1.3500	47710 1.4400	48240 1.4560	48870 1.4750	50361 1.5200
7	43569 1.3150	46385 1.4000	49532 1.4950	50096 1.5120	50775 1.5325	52349 1.5800
8	45060 1.3600	48041 1.4500	51355 1.5500	51951 1.5680	52680 1.5900	54336 1.6400
9	46550 1.4050	49698 1.5000	53177 1.6050	53806 1.6240	54585 1.6475	56324 1.7000
10	48041 1.4500	51355 1.5500	54999 1.6600	55662 1.6800	56490 1.7050	58312 1.7600
11	49532 1.4950	53011 1.6000	56821 1.7150	57517 1.7360	58395 1.7625	60300 1.8200
12	51023 1.5400	54668 1.6500	58644 1.7700	59373 1.7920	60300 1.8200	62288 1.8800
13	52514 1.5850	56324 1.7000	60466 1.8250	61228 1.8480	62205 1.8775	64276 1.9400
14			62288 1.8800	63083 1.9040	64110 1.9350	66264 2.0000
16		57981 1.7500	64110 1.9350	64939 1.9600	66016 1.9925	68252 2.0600
18		59638 1.8000	65933 1.9900	66794 2.0160	67921 2.0500	70240 2.1200
20			67755 2.0450	68650 2.0720	69826 2.1075	72228 2.1800
22			69577 2.1000	70505 2.1280	71731 2.1650	74216 2.2400
26	53763	60886	70826	71753	73244	75729

SCHEDULE: 2011-2014 OT/PT SALARY SCHEDULE

EXP	BA	150 HR	MA	MA+15	MA+30	PH.D.
0	48174 1.0000	48979 1.0167	49778 1.0333	50583 1.0500	51387 1.0667	52543 1.0907
1	49243 1.0222	50048 1.0389	50852 1.0556	51652 1.0722	52457 1.0889	54152 1.1241
2	50313 1.0444	51117 1.0611	51922 1.0778	52722 1.0944	53526 1.1111	54687 1.1352
3	51387 1.0667	52187 1.0833	52991 1.1000	53796 1.1167	54596 1.1333	55757 1.1574
4	52457 1.0889	53261 1.1056	54061 1.1222	54865 1.1389	55670 1.1556	56826 1.1796
5	53526 1.1111	54331 1.1278	55130 1.1444	55935 1.1611	56739 1.1778	57900 1.2019
6	54596 1.1333	55400 1.1500	56205 1.1667	57004 1.1833	57809 1.2000	58970 1.2241
7	55670 1.1556	56470 1.1722	57274 1.1889	58074 1.2055	58878 1.2222	60039 1.2463
8	56739 1.1778	57539 1.1944	58344 1.2111	59148 1.2278	59948 1.2444	61109 1.2685
9	57809 1.2000	58613 1.2167	59413 1.2333	60218 1.2500	61022 1.2667	62178 1.2907
10	58878 1.2222	59683 1.2389	60482 1.2555	61287 1.2722	62091 1.2889	63252 1.3130
15	60666 1.2593	61465 1.2759	62270 1.2926	63074 1.3093	63874 1.3259	65035 1.3500
16		63248 1.3129	64052 1.3296	64857 1.3463	65656 1.3629	66817 1.3870
18		64317 1.3351	65835 1.3666	66639 1.3833	67439 1.3999	68600 1.4240
22			67617 1.4036	68422 1.4203	69221 1.4369	70384 1.4610
26	61913	65566	68865	69670	70732	71894