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NEGOTIATED AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD

2013 JAN 14 P 2:44

BETWEEN THE

MARIMOR EDUCATION ASSOCIATION

AND THE

**ALLEN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

Effective for Three Years

July 1, 2012 through June 30, 2015

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ARTICLE I -- RECOGNITION AND NEGOTIATING PROCEDURE

A. Recognition

1. The Allen County Board of Developmental Disabilities, hereinafter referred to as the "Board," recognizes the Marimor Education Association, hereinafter referred to as the "Association" (affiliated with the Ohio Education Association and the National Education Association) as the exclusive representative for all licensed teaching personnel employed, except the Superintendent and other supervisory or administrative personnel, for the purpose of and as defined in Chapter 4117 Ohio Revised Code. For the purpose of this section, "other administrative or supervisory personnel" shall include any employee having the authority to hire, transfer, assign, promote, discharge or discipline other employees or having the responsibility to make recommendation thereon. The following are specifically excluded from the professional negotiation representation by the Association: supervisors, part-time employees, substitutes, confidential employees and any others excluded by the public employees bargaining law, and all other classifications specifically governed by the Negotiated Agreement between the Board and AFSCME Local 1770/Chapter C/Council 8.
2. As the recognized Association for collective bargaining, the Association has the right to use school buildings for meetings. These meetings shall not interfere with and shall not occur during the normal school day and shall not interfere with or interrupt normal instructional programs. The Association also has the right to use the school telephone for Association business in accordance with the policy of the Board.
3. The Association agrees to not openly solicit membership to its ranks in any manner on school or duty time. All written solicitation of any kind, including posters, stickers, leaflets, etc., shall be limited to the bulletin board. The Board and Administration shall not discriminate or discuss the business of the Association when interviewing prospective employees. However, the Administration may inform the prospective employee that the Association represents the licensed teaching staff.
4. The Association has the right to post written materials on a bulletin board which will be provided and specified by the Board. The Association has the right to place Association communications and solicitations in the mailboxes provided each professional employee.
5. The Board will give to the Association President the Board agenda before each Board meeting and a copy of the Board minutes after each Board meeting.
6. A licensed employee may, through the Association, authorize payroll deduction for the Association and its affiliates' dues. Such deductions shall be made in accordance with the procedures set up by the Allen County Auditor.
7. The Board agrees to provide the Association with such information which it has and which is considered public record. This information shall include, but not be limited to, complete and accurate financial reports, individual and group

insurance premiums and experience figures, budgets for the past three (3) years which indicate the amount budgeted and actual amount expended each year, and the tentative budget for the next school year at the time which the Board receives it.

8. The Association agrees to provide that information which it has and which is relevant to negotiations.
9. No reprisals shall be taken against any union member in the conducting of union activities.

B. Negotiations Procedure

1. Purpose

The purpose of this instrument is to provide a procedure by which the Board and the Association can collectively discuss items defined in 4117 of the Ohio Revised Code. The ultimate objective is to reach agreement for the contract between the Board and the Association.

2. Definitions

- a. Days: The term "days" shall mean calendar days.
- b. Good Faith Negotiations: All discussions shall be in good faith, meaning: both parties pledge that they shall consider all issues submitted to the discussion procedure with an intent to reach agreement. Both parties must react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons.
- c. Negotiation: "Negotiation" means conferring and exchanging thoughts and ideas by the Board through its designated representatives and the Association through its designated representatives for the purpose of reaching tentative agreement.
- d. Year: The term "school year" shall be established annually by the Board unless otherwise stated in the contract.
- e. Scope: "Scope" shall mean subjects or areas for negotiations and shall include:
 - (1) Salaries and fringe benefits;
 - (2) Terms, policies and conditions of employment within authority of the Board; and
 - (3) Shall not include items of curriculum, programs, class size, change of physical facilities or any items of Board operation of its programs.

- f. Tentative Agreement: "Tentative Agreement" means reaching agreement by the terms subject to ratification by the Association and adoption by the Board.
- g. Caucus: Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to "caucus," unless extended time is mutually agreed upon.
- h. Recess: The period of time between negotiation sessions once the sessions have commenced. The initial session, and all future sessions shall not adjourn until a time, place and date have been established for the next negotiating session, until all matters submitted for negotiations have been agreed to or otherwise resolved. In no event shall the entire negotiations exceed a period of thirty (30) days in one (1) calendar year unless a mutual extension of time is agreed upon.
- i. Domestic Partner: "Domestic Partner" is defined to mean:
 - (1) The teacher and the domestic partner must be of the same sex, have a committed relationship of mutual caring that has existed with cohabitation for at least six (6) months and who can demonstrate financial interdependence;
 - (2) Neither the teacher or the domestic partner are married to someone else, and the relationship is mutually exclusive; and,
 - (3) The teacher and the domestic partner are not related by blood any closer than would prohibit legal marriage.

In order for the domestic partner or children of domestic partners to qualify, the following forms need to be completed and filed with the Director of Human Resources. These forms will be available electronically.

- Affidavit of Same Sex Domestic Partnership, along with proof required of shared financial obligations. (App. E).

To remove the domestic partner or children of domestic partners, complete the following form and return it to Human Resources within thirty (30) days of termination of the domestic partnership:

- Statement of Termination of Domestic Partnership. (App. F).

C. Procedures For Conducting Negotiations

- 1. Negotiating Teams: The Board designated representatives will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Each team shall consist of not

more than four (4) representatives. The expense of representatives shall be borne by the party requesting them. All negotiations shall be conducted in executive session exclusively between said teams.

2. Submission of Issues:

- a. At least seventy-five (75) days prior to the expiration of the contract term the parties may request to open negotiations upon request of either party to open negotiations, a mutually accepted meeting date shall be set within four (4) weeks of the request. Thereafter, mutually acceptable meetings shall be arranged not to exceed three (3) meetings per week, or two (2) hours per meeting.
- b. All proposals by the Association or Board for professional negotiations shall be submitted in writing to the representatives of each other's team at the first meeting. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties.

3. Negotiation Procedures: Designated representatives of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, as described previously, such additional meetings shall be held, as aforesaid as the parties may require, to reach understanding on the issues, or until an impasse is reached.

4. Agreement:

- a. When agreement has been reached, each issue shall be reduced to writing and signed by members of the professional negotiations teams and presented to the Association within ten (10) calendar days of the final session for its approval.
- b. Each issue shall include the provisions of the Agreement and the date that said provisions are to be implemented.
- c. Once the issues have been approved by the Association, they shall be submitted to the Board for approval at its next regular or special Board meeting.
- d. When approved by both parties, the items shall be signed by the President of the Association and President of the Board and entered into the official minutes of the Board.

5. Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they have a full opportunity to submit all items appropriate to collective bargaining and that, except as expressly provided in this Article, they waive their right to initiate bargaining or to submit any additional item for negotiations except by mutual agreement during the term of this contract.

D. Mutually Agreed Upon Dispute Resolution Procedure

1. Either negotiation team may call for the selection of a mediator when it determines an impasse has been reached in the negotiation proceedings or at the expiration of the agreed- to negotiations period. The mediator may be selected by agreement of the negotiations teams. If agreement on selection of a mediator is not reached within five (5) days after the call for mediation, the Federal Mediation and Conciliation Service shall be contacted to appoint a mediator. The cost and expense of a mediator shall be shared equally by the Board and the Association.
2. In the event the members of the Joint Negotiations Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with O.R. C. §§ 4117.14(D)(2) and 4117.18(C).

E. Implementation And Amendment

This Agreement may be amended by mutual consent of the parties.

F. News Releases

The parties agree that during the course of negotiations, neither party shall release to any news media any items of consideration during negotiations. Both parties may, however, mutually prepare a news release.

G. Management Rights Clause

1. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators all powers, rights, authority, duties, and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including by way of illustration the Board's right to: determine matters of inherent managerial policy which include, by way of illustration, areas of discretion or policy such as:
 - a. The functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
 - b. Direct, supervise, evaluate, and hire teachers;
 - c. Maintain and improve the efficiency and effectiveness of school operations;
 - d. Determine the work hours and the overall methods, processes, means and personnel by which school operations are to be conducted;
 - e. Suspend, discipline, demote or terminate teachers for just cause;

- f. Lay off, transfer, assign, schedule, promote or retain teachers;
 - g. Determine the adequacy of the work force;
 - h. Determine the overall mission of the agency;
 - i. Effectively manage the work force;
 - j. Take actions to carry out the mission of the agency; and
 - k. The Administration's right to direct, assign and schedule pupil instruction.
2. The exercise of any management right requires neither prior negotiation with nor agreement of the Association, but, the Board is obligated to bargain about the effects, if any, of management's decision on the wages, hours, terms and conditions of employment of teachers.

H. Definitions

The following definitions apply to this Agreement unless expressly provided otherwise:

- 1. The "Association" means the Marimor Education Association and its affiliated organizations (National Education Association ("NEA") and Ohio Education Association ("OEA")), and any person acting on behalf of the Association or any affiliated organization.
- 2. The "Board" means the Allen County Board of Developmental Disabilities and its administrators and others authorized to act on its behalf.
- 3. "Days" means calendar days.
- 4. "Teacher" means an employee of the Board in the bargaining unit described in this Agreement.
- 5. "Immediate Supervisor" means the supervisor to whom the teacher directly reports in relation to the subject or issue involved.
- 6. "Agency" is defined as the organization, programs and employees under the jurisdiction of the Allen County Board of Developmental Disabilities.
- 7. "The Superintendent" means Superintendent or designee.

ARTICLE II -- GRIEVANCE PROCEDURE

A. Basic Objective

- 1. The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances.

Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance.

B. Definitions

1. A "grievance" is a claim by a member(s) of the bargaining unit or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. A "grievant" is the person or persons making the claim.
3. The term "days" when used in this Article shall mean working days unless otherwise indicated; provided, however, that during June, July and August "days" means Mondays through Fridays but not July 4.
4. The time limits contained in this Article shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of Board officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure. If a grievant or Board official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the agency due to vacation or professional leave, the appeal period shall be extended to accommodate such absence.
5. The term "immediate supervisor" shall be defined as the lowest level proper administrative authority who has the authority to make a decision resolving the grievance.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Any grievance which concerns a decision from the Superintendent and which is not within the power of a supervisor or Director of Education to change, shall be submitted directly to the Superintendent at Level Three as the initial step.

D. Right To Assistance and Counsel

The grievant shall have the right to be accompanied by and receive assistance by a representative of the Association and its affiliates (including legal counsel designated by the Association) at any stage of the grievance procedure.

E. Association Release Time

1. Providing the operational needs permit and upon prior approval of the

appropriate supervisor, the building representative shall be granted release time without loss of pay to attend Level One grievance hearings. The President and/or grievance chairperson shall be granted release time without loss of pay to attend Level Two and Level Three grievance hearings, when such hearings are held during the normal work day.

2. The President and/or grievance chairperson shall be granted release time without pay to investigate and research grievances during the normal work day, providing the following conditions exist:
 - a. Prior approval has been granted by the appropriate supervisor, and
 - b. The grievance cannot be investigated or researched outside the normal work day.
3. In the event that the designated association representative is unable to attend said hearings, at any level, the Association shall determine its representative. With the exception of emergencies, Association representatives shall request release time forty-eight (48) hours in advance.
4. Upon the request of the Hearing Administrator, the grievant or at least one member of the affected group must be present at formal levels of this procedure.

F. Level One - Informal Procedure

An employee with a grievance shall first discuss the grievance with his immediate supervisor, with the objective of resolving the matter informally. Informal procedures must be initiated within ten (10) days of the date when the grievant reasonably should have become aware of the occurrence of the alleged grievance.

G. Level Two - Formal Procedure

1. If the grievant(s) is not satisfied with the outcome of the informal procedure, no later than ten (10) days after the informal discussion at Level One giving rise to the grievance, the grievant must submit to the proper administrative authority a completed and signed grievance upon such forms as are designated and provided by the parties. The written grievance must specify the specific provision or provisions of this Agreement allegedly violated or misapplied. The basis for the alleged grievance cannot be changed after submission of the written grievance without mutual consent.
2. In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate: one (1) for the grievant; one (1) for the Administration; and one (1) for the Association. Within ten (10) days of the filing with the proper administrative authority, a hearing shall be arranged between the grievant, the immediate supervisor, an Association representative, and other parties who may be needed to give information relative to the claim. A decision shall be rendered in writing within ten (10) days after the hearing.

H. Level Three

1. In the event the grievant is not satisfied with the disposition at Level Two, or no decision has been rendered within ten (10) days after the Level Two hearing, the grievant may inaugurate Level Three proceedings within ten (10) days of the Level Two decision.
2. Within the next ten (10) days a hearing shall be arranged between the grievant, the Administrator or his designated representative (who must be someone other than the aggrieved person's immediate supervisor), and a representative of the Association, and other parties that may be needed to give information relative to the claim. A decision shall be rendered in writing within ten (10) days.

I. Level Four

1. If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within ten (10) days, request in writing to the Association President to continue the procedure.
2. The Association shall, within ten (10) school days after receipt of the Level Three decision, review the grievance and the answer and, if it desires, advise in writing to the Superintendent of its desire to proceed to arbitration.
3. Within ten (10) school days after receipt of the request for arbitration by the Superintendent, representatives of the Board and the Association shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.
4. The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.
5. The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty days or such time as may be agreed upon. Decisions 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 Board, the Administration, the Association and the grievant(s).
6. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor to add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations 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.

7. The arbitrator shall in no way interfere with management rights as outlined in Article I (G). The cost for the services of the arbitrator shall be divided equally between the parties.

J. Miscellaneous

1. The grievant may be represented at any level of the grievance procedure by a representative of the Association (including legal counsel designated by the Association.) (When a grievant is not represented by Association, the Association shall have the right on its request to have its representative present at Level Two and thereafter to state its views of the grievance procedure.) The Supervisor must make the Union aware of grievances at any level in which a representative is not present.
2. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure, such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the administration and the Board.
3. The temporary absence of the grievant, an administrator, or the Superintendent shall toll the running of the days during the absence of such person, but in no case more than five (5) additional days.
4. A grievance may be withdrawn at any level without prejudice and without record, but would be considered resolved.
5. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved and the appropriate administrator.
6. Forms for processing grievances shall be made available through all administrative offices in each building, and designated officials of the Association.
7. To the extent allowed by law, all documents, communications, and records dealing with the processing of a grievance, if retained, will be filed separately from the personnel files of the participants and shall be treated as confidential material.
8. No reprisals shall be taken against any party because of their involvement in the use of this Grievance Procedure.

ARTICLE III - SUBCONTRACTING

The Employer will not subcontract work for the express purpose of laying off, reducing or eliminating positions of the bargaining unit. For the purposes of this Article a subcontractor shall mean anyone outside of the bargaining unit, as defined in Article I(A) of this Agreement.

ARTICLE IV – ASSIGNMENT, VACANCIES AND REASSIGNMENT

A. Assignment

Each licensed teacher shall be assigned by the Superintendent to a specific position for which the teacher is certified and notified in writing on or before July 1 of such assignment. Any teacher not so notified shall be assigned to the same position held the previous year except as hereinafter noted in the reassignment policy.

B. Vacancies

Whenever a vacancy arises or new positions are created, the Superintendent shall promptly cause to be posted a notice of the position(s) or vacancy on a faculty bulletin board in each school building for no less than five (5) days before the position(s) is filled. All positions including supervisory positions shall be posted with the date the assignment(s) is to begin. If a teacher is interested in applying for new or open positions, the teacher will notify the Director of Education by the last day of the regular teacher work year. The Director will send notice(s) of vacancies to the teacher. Between August 1 and the beginning of the regular teacher work year, the posting (and notices) will be done but the waiting period waived.

C. Reassignment

1. Within five (5) days after the posting of a vacancy, a teacher may request a transfer to a different teaching position within the school. The teacher must be certified for the desired position. Such transfer shall be given consideration prior to hiring of any outside applicants for the position. If more than one (1) teacher applies for a transfer to a vacant position, the Superintendent shall determine who will be transferred into the position.
2. Any involuntary reassignment after July 1 to be effective during the following school year will be made only after a meeting between the teacher involved and the Superintendent at which time the teacher will be notified in writing of the reasons. The teacher may at his/her option have a representative of his/her choice present at this meeting. Likewise, the Superintendent may at his/her option have a representative of his/her choice present at this meeting. Any reassignment made pursuant to this policy shall be in the best interest of the school program as determined by the Superintendent, however, the Superintendent's decision may not be arbitrary or capricious.
3. A teacher being involuntarily reassigned will be placed only in a position for which such teacher is certified.

4. No reassignment shall be made during the school year unless agreed to by all parties; except under the Board's Management Rights, such reassignment may be made within the teachers' areas of certification for emergency circumstances up to twenty (20) school days or, if mutually agreed to by the parties, longer.

ARTICLE V -- REDUCTION IN FORCE

A. Definition of RIF

Any reduction of staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absences, financial reasons as determined by the Board, abolishment of positions, or by reason of suspension of schools or territorial changes affecting the agency, other reasons as determined by the Board, or any other reason authorized by O.R.C. §124.321, shall first be made through attrition resulting from resignation, retirement, and transfers. If the Board still needs to reduce staff, then it shall lay off employee(s) pursuant to this procedure. Such reduction shall be made only at the end of a school year.

B. Attrition

Where known and where possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practical for employees who retire or resign or whose employment is not continued.

C. Reduction Other than by Attrition

To the extent that reductions are not achieved through attrition, reductions shall be achieved by suspending employment. Preference shall be given to teachers with greater seniority in the following order: from least senior to most senior, based on affected certification (or license).

1. Seniority is herein defined as the length of continuous service with the Allen County Board of Developmental Disabilities and shall be computed from the date of hire. Such service shall not include leaves of absence. Seniority shall not accrue while an employee is on layoff.
2. Seniority shall be determined by placing all teachers on a seniority list. If two (2) or more teachers on the seniority list have the same length of continuous service, seniority shall be defined by:
 - a. The date of hire by the Superintendent; and then by
 - b. The total teaching experience; and then by
 - c. The date on which the teacher submitted a completed job application.
3. Seniority shall be broken when an employee:
 - a. Quits or resigns;

- b. Is discharged for just and proper cause;
- c. Fails to report for work when recalled from layoff within ten (10) days from the date on which the Employee receives the notice.

D. Implementation

1. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:
 - a. Position(s) vacated, as a result of voluntary resignation, retirement, or death will not be filled.
 - b. If additional reduction is necessary, employee(s) shall be laid off pursuant to Section C of this Article.
2. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
3. An employee to be laid off due to RIF shall be notified on or before July 1 prior to the implementation of the RIF for the following school year. The notice shall state the reason for RIF, the effective date of employment suspension, and the date of the Board's action to implement the RIF.

E. Limitations

1. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
2. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.
3. No current, non-bargaining unit employee shall be reassigned to fill a bargaining unit position while an eligible employee remains on layoff status.
4. Qualifications for a bargaining unit position shall not be upgraded by the Board to prevent the recall of a laid-off employee.

F. Layoff Rights

An employee on layoff status shall have the following rights:

1. The right to purchase insurance coverage at the group rate under COBRA.
2. The right to retain seniority credit which accrued prior to the layoff.
3. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.

4. The right to be notified by mail of all postings for bargaining unit positions.
5. The unchallenged right to unemployment compensation benefits when that employee has not been offered a bargaining unit position during layoff.
6. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Board prior to recall.

G. Recall Rights

1. Laid-off employees shall be recalled in reverse order of Section C of this Article, if the employee to be recalled has the certification required for the position. If a teacher who has been laid off has or had only temporary certification for the position from which he or she was suspended under this Article, the teacher shall be entitled to recall if the teacher has met the qualifications for temporary or higher certification (or licensure) for the academic year for which the teacher is being recalled.
2. The employee shall be given five (5) days during the school year to accept such offer and shall be granted a minimum of ten (10) days from date of acceptance of the recall notice to report to work.
3. The notice of recall shall be sent by certified/registered mail to the employee's last known address. It shall be the employee's responsibility to keep an up-to-date address on file with the Board.

H. Termination on RIF

Employees affected by the reduction in force will remain on the recall list for a period of twenty-four (24) months unless:

1. The employee requests his/her name be removed;
2. The employee refuses a bargaining unit position which is offered; or
3. The employee is employed elsewhere in a teaching position with comparable salary.

ARTICLE VI -- SUSPENSION/DISCHARGE

- A. Each teacher must serve a probationary period of three full school years. A teacher may be suspended without pay or discharged by written statement of the Superintendent during the probationary period for any reason(s) by January 1 or by the end of the teacher's school work year. The written statement shall set forth the effective date of the suspension or discharge and a copy of it shall be provided to the teacher and the president of the Association. A probationary teacher may not challenge his or her suspension or discharge by civil service appeal, grievance, or otherwise. A teacher who has completed his or her probationary period when this Agreement becomes effective shall not be subject to this paragraph A.

- B. An employee is entitled to union representation, upon his or her request, at an investigatory interview (which includes MUI and UI investigations) which the employee reasonably believes may lead to discipline. Before the teacher is interviewed, the teacher will be told the reason for the conference and the general description of the alleged incident that precipitated the interview.
- C. Once a teacher has continued in employment beyond the probationary period, he or she may be suspended without pay or discharged by the Superintendent for any of the grounds set forth in O.R.C. §124.34. A teacher suspended without pay or discharged may file a grievance in accordance with Article II Grievance Procedure within ten (10) days of receipt of notice of such action, at Level Three. This grievance and arbitration process supercedes an appeal to the State Personnel Board of Review and the process of section 124.34.
- D. Before imposing a suspension or discharge, the Superintendent or his designee shall hold a conference with the teacher to give the teacher an opportunity to learn the reasons for the intended disciplinary action and to challenge the reasons for the intended action or otherwise to explain his or her behavior. The teacher has the right to be accompanied at the conference by a representative of the union. The conference will be scheduled as promptly as possible by the Superintendent or his designee.
- E. The Superintendent may impose a suspension without pay for up to ten (10) work days or may discharge a teacher for just cause as provided in paragraph C above. When imposing a suspension without pay or discharge, the Superintendent shall sign a written statement of suspension or discharge, and provide a copy of it to the teacher and to the Association President.
- F. If O.R.C. §124.34 becomes inapplicable to DD teachers, the Superintendent may suspend without pay or discharge a non-probationary teacher for the grounds as set forth in O.R.C. §124.34 on the effective date of this Agreement, and the filing of a grievance rather than appeal pursuant to O.R.C. §124.34 shall be the teacher's exclusive means of appealing such action.

ARTICLE VII – INSTRUCTIONAL MATERIAL ALLOWANCE

Each full-time classroom teacher and specialist shall be allotted Three Hundred Dollars (\$300.00) each budget year to purchase needed classroom supplies, materials and/or equipment, including groceries for home arts instruction by classroom teachers.

The teacher shall follow reasonable purchase procedures established by the Board to purchase supplies, materials, and equipment for the teacher's classroom. The teacher shall submit separate itemized lists for supplies, materials, and equipment to be requisitioned or purchased to the Director of Education for final approval. If additional monies above and beyond the aforementioned amount listed in this Article are needed, the teacher shall request the additional monies from the Director of Education using the established purchase procedure.

ARTICLE VIII – FACILITIES, EQUIPMENT & MATERIALS

The Board shall provide to teachers the following facilities and/or equipment:

- A. Instructional and preparation areas with heating, desks and chairs for each child and teacher;
- B. Restrooms which are clean and well-lighted;
- C. Lounge exclusively for staff use which is comfortably furnished, heated, and regularly cleaned and large enough to accommodate staff on break.
- D. Private telephone in a teachers' lounge for teachers' use;
- E. Chalkboard and bulletin boards which are adequate in each classroom;
- F. Production facilities including but not limited to copying machines which are available for use by all staff at least one hour before the start of the school day and extending to one (1) hour after the end of the school day, with personal copies to be paid for by the employee at Ten Cents (\$.10) per copy; and
- G. Provide a coffee pot for Association use.

ARTICLE IX – STANDARD WORK WEEK

- A. The usual work day for licensed full-time employees shall be seven (7) hours and thirty (30) minutes and shall extend from 8:30 a.m. to 4:00 p.m. on Monday through Thursdays, and seven (7) hours and shall extend from 8:30 a.m. to 3:30 p.m. on Fridays. The staff are required to attend open house and two (2) programs which their students are involved in without additional compensation or compensatory time. Mandatory staff meetings, pod meetings, and committee meetings between 3:15 and 4:00 p.m. shall be calendared on a regular schedule and teachers will not have more than four such meetings per month (September – May). (On days when staff meetings are not held the time may be used for school purposes such as but not limited to case conference, behavior plan review, teaming, or home visits, or visit to SST Number 6.) Up to two (2) times per year, the work day may be flexed to accommodate evening parent conferences. Parent conferences will not be scheduled on weekends or holidays.
- B. Each full-time teacher shall have at least two hundred (200) minutes per week for instructional planning, evaluation and conferences. The building shall be left open from 7:00 a.m. until 5:00 p.m. for additional teacher preparation time.
- C. With administrative approval of schedules or lesson plans, all certified employees shall receive either two (2) fifteen (15) minute uninterrupted breaks during a work day at the employee's convenience, or each teacher shall receive thirty (30) minutes duty-free for lunch each work day. The same shall be designated in employees' lesson plan.
- D. Nothing herein shall prohibit the Board from temporarily modifying the work week because of extenuating circumstances (beyond the control of the Board).

- E. Either party may request renegotiations of this Article if the State Department of DD or the State Department of Education adopts standards or regulations requiring minimum duty-free lunch periods or minimum time for teacher conferences, evaluation or planning. Such negotiations shall proceed upon written request by either party in accordance with Article I.
- F. If the State of Ohio enacts legislation changing how schools deal with delay or cancellation time, Section (A) above shall become ineffective and the parties will renegotiate terms for the workday in accordance with O.R.C. Chapter 4117.

ARTICLE X – CLASS SIZE

The Board will comply with class size limitations mandated by the State of Ohio.

ARTICLE XI – LEAVES OF ABSENCE

A. Personal Leave

A teacher may, during the course of any year, be required to be absent from school for personal emergencies or business not included as personal illness. All certified full-time employees are eligible to have three (3) days of paid personal leave.

1. Personal leave is to be used for personal business.
2. When an employee requests personal leave, he/she shall notify the Director of Education or supervisor so that substitute service can be promptly arranged. Except in emergencies or unforeseen circumstances, the employee shall submit notification of intent to take personal leave in writing in at least twenty-four hours (one business day) in advance to the Director of Education or supervisor. Written acknowledgment shall be given to the employee by the appropriate office. A copy of the response shall be forwarded to the Human Resources Office so that the employee's sick leave will not be affected. The employee's notification shall not be questioned.
3. Personal leave can be denied if the administration cannot arrange adequate coverage.
4. Personal leave days are not cumulative.
5. In the second pay of July, 2013 the Board shall buy up to one (1) day of unused personal leave from the period July 1, 2012 through June 30, 2013 at the per diem rate in effect in May, 2013 for that employee. In the second pay of July 2014, the Board shall buy up to one (1) day of unused personal leave from the period of July 1, 2013 through June 30, 2014 at the per diem rate in effect in May 2014 for that employee. In the second pay of July 2015, the Board shall buy up to one (1) day of unused personal leave from the period of July 1, 2014 through June 30, 2015 at the per diem rate in effect in May 2015 for that employee.

B. Short-Term Unpaid Leave

The Superintendent generally will not grant unpaid leave unless it is for two (2) consecutive days or more and is needed for an exceptional spouse or family travel opportunity or event.

C. Sick Leave

1. Accumulation of Sick Leave

Sick leave shall be credited at the rate of 1.25 days for each full month of service, with summer months counted as months of service, on an August 1-July 31 basis. New teachers who begin the school year shall receive 1.25 days credit for August. No sick leave will be earned when a teacher is on unpaid leave.

2. Use of Sick Leave - Personal

Professional personnel may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.

3. Use of Sick Leave - Immediate Family

Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, domestic partner, child (including foster and step children), grandchild (including step grandchild), or any other relative living under the employee's roof.

4. Use of Sick Leave - Death in the Immediate Family

Sick leave may also be used for death in the employee's immediate family. In this section immediate family is defined to include all relatives listed in Section 3, plus grandmother, grandfather, brother-in-law, sister-in-law, and grandparents-in-law. Unless for a parent, child, or spouse, no more than five (5) days of leave may be used. The Superintendent may grant up to an additional five (5) days of sick leave use when the funeral service is out of state.

5. Limitations

- a. Professional employees shall limit use of leave under Sections 3 and 4 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.

- b. All sick leave requests are subject to the approval of the Superintendent/designee.

6. Requests

- a. Professional staff shall notify his/her Director of Education or designee of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.

7. Abuse

Falsification of either the signed statement or a physician's certificate or an application for use of sick leave shall be grounds for disciplinary action, which may include dismissal. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Pattern abuse is consistent periods of sick leave usage, for example:

- a. Before and/or after holidays;
- b. Before and/or after weekends or regular days off;
- c. After pay days;
- d. Any one specific day;
- e. Half days;
- f. Continued pattern of maintaining zero or near zero leave balances; or
- g. Excessive absenteeism.

8. Attendance Incentive

A teacher who has perfect attendance during the entire school year shall be paid in the second pay in June \$500. Perfect attendance shall not be affected by use of FMLA, jury duty, military leave, or compensatory time.

D. Parental Leave

Prior to or within one month after childbirth by the teacher or the teacher's spouse, an eligible employee may submit a written request for Family and Medical Leave in order to take care of the child. The FMLA will include any paid leave taken by the employee in connection with the childbirth. Adoption of a child under the age of six shall be considered a "childbirth" under this paragraph, with the date of the child's first residence in the teacher's home being considered the date of birth.

E. Return from Leave

1. A teacher shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on any approved unpaid leave. The leave shall not constitute a break in service, however, and the teacher shall resume the sick leave and service credit which he or she had accumulated immediately before beginning the leave. If the teacher was a probationary employee when the leave began, he/she will return from a leave on probationary status and

must serve the balance of his/her probationary period.

2. No teacher shall be placed at any advantage or disadvantage in returning to a teaching position as a result of his or her absence. Upon return from any approved leave, a teacher shall be placed in the same position he or she held immediately prior to the leave, unless the position no longer exists. In that event, the teacher will be placed in a position for which he/she is licensed.
3. A teacher shall be entitled to one year of additional service credit only if he or she has at least one hundred and twenty (120) days in paid status during a school year.

F. Association Leave

Upon at least twenty-four hours (one business day) written notice to the Director of Education by the Association President, the Association may use eight (8) days total of paid absence per school year to attend meetings of the MEA, OEA or NEA. No more than two (2) teachers may use Association Leave on the same day without approval of the Director of Education.

G. Injury Leave

1. Injury leave shall be granted to a teacher who is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from a physical attack which is clearly unprovoked, if in relation to the circumstances surrounding the physical attack the teacher was acting in full compliance with Board rules, policies and procedures. Injury leave shall not be charged against the teacher's accumulated sick leave. The teacher shall be granted the injury leave and shall be maintained on full pay status during such absence, up to a maximum of twenty (20) working days.
2. A teacher shall be granted injury leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises physical attack by clearly establishing that the physical attack had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
 - b. Upon notice to the Director of Education or Superintendent that a physical attack upon a teacher has been committed, a teacher having information relating to such physical attack shall, as soon as possible, prepare an Accident Report and an Incident Report embracing all facts within the teacher's knowledge regarding said physical attack, and present it to the Director of Education.

- c. To qualify for injury leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requesting by the Superintendent or designee. The Superintendent or designee may require a medical doctor's statement justifying continuation of the leave. The Superintendent or designee may require an exam by a physician of the Superintendent's or designee's choice, at Board expense.
- d. A teacher shall not qualify for payment of injury leave until the Accident Report, Incident Report and any necessary physician's statement (or examination report) have been submitted unless the teacher is physically or mentally unable to do so.
- e. Teachers shall not be permitted to accrue injury leave.
- f. Payment for injury leave shall be at the injured teacher's rate of pay in effect at the time of the physical attack.
- g. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code, except to the extent the physical disability exceeds the days allowable under paragraph (1) above.

H. General Provisions

No leave of absence (paid or unpaid), except for Personal Leave, shall be used for Association activity of any kind except as provided in Section (F) above. Neither the Association nor any teacher shall have any claim or entitlement to paid leave under this Agreement or on any other basis except as expressly provided in this Article XI.

ARTICLE XII – PROFESSIONAL GROWTH REIMBURSEMENT

- A. If the State of Ohio imposes additional course requirements to maintain current certification, the Board shall reimburse a teacher up to Forty-Five Dollars (\$45) for each semester hour or Thirty-Five (\$35) for each quarter hour earned to meet the requirements. Payment will be made upon presentation of transcript of credit(s).
- B. Upon the Superintendent's prior approval, the Board will reimburse teachers for fifty percent (50%) of the fee(s) for CEUs. Payment will be made upon written proof of attendance or submission of cancelled check.
- C. The Board shall attempt to get CEU credit for Board-approved in-service.

ARTICLE XIII – ASSOCIATION RIGHTS

- A. The Association shall have the right to use agency equipment including copy machine and audiovisual equipment provided such use is made on school property and does

not interfere with school use of such equipment. The Association shall pay for consumable supplies that are used and shall pay Ten Cents (\$.10) per copy.

- B. The Association shall have the right to make Association announcements only after general staff meetings.
- C. The Association shall have the right to payroll deduction of professional dues including the M.E.A., the Northwestern Ohio Education Association, the Ohio Education Association, and the National Education Association. The deductions shall be made from the checks of the employees in accordance with the policies developed by the Allen County Auditor.

ARTICLE XIV – PERSONNEL FILES

- A. Each teacher, with an Association representative present, may inspect his/her personnel file maintained by the Board. An employee shall receive a copy of any material before it is placed in his/her personnel file.
- B. Any material placed in the teacher's file shall be signed by the teacher, dated and signed by the person who caused the material to be placed in the file.
- C. The teacher and Association will receive copies of all records of discipline placed in the teacher's file. Upon a teacher's request, any evaluation/performance related materials which are three (3) years old or older shall be removed from his/her personnel file. Hearsay and false material will be removed from the teacher's file. All records of discipline will be removed from the teacher's file after three (3) years if there has been no intervening discipline.
- D. Teachers shall have the right to submit a written commentary to any material placed in the file and such written comment shall be attached to the item in the file.
- E. To the extent allowed by law, the examination of a teacher's file shall be limited to authorized administrative personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

ARTICLE XV – FAIR SHARE FEE

- A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Marimor Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.) The fair share fee provision shall terminate if membership in the Association falls below seventy percent (70%). In this event, this Article shall be considered by the parties to be deleted from the Agreement.

B. Notification of the Amount of Fair Share Fee

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

C. Schedule of Fair Share Fee Payors

1. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second payroll period in January.

2. Upon Termination of Membership During the Membership Year

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.

D. 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.

E. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. §4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United State and the State of Ohio. The Association shall provide the Superintendent with a copy of the rebate procedure as well as any and all amendments thereto upon the Superintendent's request.

F. Entitlement to Rebate

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

G. Indemnification of Board

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

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employee by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Board;
3. 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;
4. 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.

ARTICLE XVI – PHYSICAL EXAMINATIONS

- A. If the Board requires a certified employee of the bargaining unit to submit to a physical examination or a TB Test, the employee shall use the facilities provided by the Board for the examination or test.
- B. If the Board fails to provide facilities for the examination or test, any cost incurred in obtaining the examination or test shall be paid entirely by the Board.

ARTICLE XVII – CONTRACT YEAR

A. School Year

1. Nine (9) month employees shall work no more than one hundred eighty-four (184) days per year. The Marimor students shall not be in attendance more than 180 days per year. There shall be four (4) additional days, one (1) day for orientation and organization of classrooms prior to the arrival of students, and two (2) days for in-service and one (1) day for writing IEPs. This provision shall have no effect on teachers' ability to request professional leave as approved by the Superintendent.

However, the work year for teachers new to the agency may be extended up to three (3) additional days for orientation/training without additional compensation except for one day at the supplemental rate. The school nurse will work an extended school year of up to ten (10) additional days, to be scheduled by the mutual agreement of the nurse and the nurse's supervisor. The nurse may

choose compensatory time or per diem rate for the additional ten (10) days.

If the State of Ohio enacts legislation changing how schools deal with delay or cancellations time, this section shall become ineffective and the parties will renegotiate terms for the workday in accordance with O.R.C. Chapter 4117.

2. Each school year, one (1) day shall be set aside for development and writing of IEP(s), as required by Public Law 94-142. Arrangements shall be worked out with the Superintendent or his designee for the scheduling of time and place.
3. Teachers shall be permitted to leave the school building at 3:00 p.m. if enrolled in classroom work that requires this time for travel or class. Teachers shall be permitted to leave for school-related business as soon as the students have left the Marimor premises, i.e., hospital visits, home visits, SST Number 6, public library, etc., if approved by the Director of Education/designee.

B. Non-work Days

1. All nine (9) month employees of the bargaining unit shall not be scheduled to work on the following days:
 - a. Third Monday of January, Martin Luther King Day
 - b. Third Monday of February, President's Day
 - c. Last Monday of May, Memorial Day (If part of school calendar)
 - d. First Monday of September, Labor Day
 - e. The day after Thanksgiving
 - f. Fourth Thursday of November, Thanksgiving Day
2. All certified staff shall be granted a Christmas recess which shall commence two (2) working days before Christmas and end not earlier than January 2 of each year.

C. School Calendar

Three (3) members of the Marimor Education Association shall meet with the Superintendent in an advisory capacity during the month of December to help develop a school calendar for the following school year for presentation to the Board in January. The school calendar shall include dates of functions which staff are required to attend, with the exception of staff meetings and student performance programs.

D. Supplemental Contracts

1. The Board may employ teachers on a supplemental contract for additional days or hours, and may determine whether to fill these positions with certified staff or persons outside the unit. Bargaining unit members who apply will be considered, but will have no right to grieve non-selection. Such supplemental positions shall be posted and filled only after five (5) calendar days have elapsed from the first day of posting. The supplemental rate will be calculated as follows:

Years of Service to Marimor	Salary basis for hourly calculation rate/ 184/7.5)
0-4	BA - 0
5-10	150 - 1
11-20	MASTERS - 2
Over 20	MA + 30 - 3

Supplemental contracts may be renewed by the Superintendent on a yearly basis without posting.

2. This Section (D) is an exception to Sections (A-C) of this Article and to Sections (A-B) of Article IX. These supplemental positions shall have flexible work hours as determined by the Director of Education/designee.

E. Supplemental Activities

Upon advance written approval of the Director of Education, teachers shall be paid at the supplemental hourly rate for up to an approved number of hours for specific supplemental activities which may include child-find screenings, learning fairs (ex. health, transition), and student performances.

F. Early Intervention/Speech Therapists

1. The Speech Therapist shall be paid at the supplemental hourly rate (D) (1) above, for continuation of services in the summer months under this section.
2. Each EI Specialist shall schedule 184 days which will start with the first pay in July and end with the last pay in June. The calendar will be created for review by the Director of Education's designee by May 15 of each year. If there are multiple EI Specialists, the schedules shall be created to ensure adequate staff coverage for the Early Intervention calendar.

ARTICLE XVIII -- CALAMITY

- A. On days when school is closed to students due to adverse weather conditions or other conditions or events deemed by the Superintendent to be calamities, teachers shall not be required to work.
- B. When school is delayed due to weather or other conditions, teachers will be expected to report at the usual time adjusted by the length of the delay (ex. 2 hour delay results in 2 hour delay in usual reporting time.)

ARTICLE XIX -- FRINGE BENEFITS

A. Health Insurance

1. The Board shall pay eighty-five percent (85%) of the premium cost for the individual employee (single plan) or eighty percent (80%) of the premium cost for family coverage for hospitalization, surgical and major medical insurance

through a carrier licensed by the State of Ohio which provides health insurance coverage; provided, however, that the Board shall pay fifty dollars (\$50.00) per month of the employee's share of the premium cost for the calendar year following the employee's achievement of the requirements of the wellness program determined by the joint insurance committee. The employee has the choice to participate or not. If the employee participates in 2012 and therefore gets the \$50 per month share of the premium in 2013, the employee may choose not to participate in a subsequent year, or vice versa. The employee will receive the \$50 monthly insurance premium credit for calendar year 2013 by completing the biometric assessment of the wellness provider by December 31, 2012.

2. The health insurance benefit and the eligibility to receive these benefits are subject to the administrative procedures, rules and regulations of the insurance carrier's master policy and the individual certificates issued to employees.
3. The Employer will provide group health insurance benefits through a plan or plans determined by a Joint Review Committee which will include at least two (2) bargaining unit members selected by MEA. The committee's decisions will be made by consensus of all committee members.
4. If an employee opts to not have health insurance coverage during a complete plan year, (January 1 – December 31 or other multiple month period), the Board will pay the employee six hundred dollars (\$600.00) as a bonus sixty (60) days following completion of the plan year. Employees shall receive the bonus on a prorated basis if they retire or otherwise separate from employment prior to completion of the plan year.

B. Life Insurance

The Board shall provide and pay group term life and accidental and dismemberment benefits for all teachers in the bargaining unit in the amount of Thirty Five Thousand Dollars (\$35,000).

C. Workers' Compensation

The Board shall pay for Workers' Compensation as required by the state statute.

D. State Teachers Retirement System

The Board shall pay the employer's share of the contribution to the State Teachers' Retirement System under the Ohio Revised Code for each teacher in the bargaining unit.

E. Group Dental Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, a group dental insurance for each full-time licensed employee, which includes reasonable and customary service, substantially equal to or better than the plan in effect during the

2011-2012 school year. The full cost of such insurance and any increases thereof shall be paid by the Board.

F. Flexible Spending Account

Employees may choose to designate the amounts which they pay for health and/or prescription drug insurance coverage to a flexible spending account in order for such payments to be tax-sheltered.

G. Severance Pay

1. A teacher with ten (10) or more years of service to the Board shall, at the time of his or her retirement, be paid in cash for one-fourth of his/her accrued but unused sick leave credit, up to a total of one-fourth of one hundred and ninety-two (192) days.
2. The payment shall be based on the teacher's per diem rate at the time of retirement. Such payment will eliminate all sick leave credit accrued but unused by the teacher at the time of retirement. The payment will be made in January after the effective retirement date.
3. A teacher shall be deemed to have "retired" under the Article when he/she has been approved for service retirement by the Board of the State Teachers' Retirement System, or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS or has died. The teacher must request the severance payment in writing within four (4) months of his/her last paid workday and must begin receiving retirement benefits within four (4) months of his/her last paid workday. Payment shall be made to the surviving spouse or domestic partner; if none, to the employee's surviving children in equal shares; if none, to the estate of the deceased.

H. Damage to Personal Property

If in the course of performing job duties in accordance with established policy and procedure an employee's glasses, watch, watch band, or clothing is damaged by a client or student, the Board will reimburse the employee for replacement of glasses, for replacement of a watch up to Ten Dollars (\$10), for replacement of a watch band up to Ten Dollars, (\$10), and for replacement of an article of clothing up to Twenty Dollars (\$20) per article. The incident and damage must be reported on a form prescribed by the Superintendent or designee and filed with the Superintendent or designee within one (1) business day of the occurrence.

I. Tuition Reimbursement

The Board will contribute up to eight hundred dollars \$800.00 reimbursement for course work completed by a teacher annually, with a grade of C or better or "pass" in a course with a pass/fail grade. Eligibility for coursework reimbursement is based on the following criteria:

1. The coursework must assist the teacher in meeting their individual goal on the IPDP (Individual Professional Development Plan). The IPDP must be approved by the LPDC;
2. Any teacher on a plan of improvement will not qualify.
3. The teacher must document his/her grade and payment for the coursework, which must have been completed during the prior twelve (12) months.

J. Compensatory Time

A teacher may request advance written approval of the Director of Education for compensatory time for activity outside the teacher's usual scheduled hours, days, and/or location to accommodate a family's needs. Compensatory time may be used at a time mutually convenient to the employee and Director of Education, provided, however, that compensatory time cannot be used in a school year after April during the student day or after April at a time of required training or scheduled parent conferences. Compensatory time earned on or after April 1 that remains unused at the end of the school year may up to fifteen (15) hours be carried over to the next school year but must be used by December 31 of that next school year.

ARTICLE XX -- COMMUNICABLE DISEASES

A. Nondiscrimination

1. An employee who is otherwise qualified to perform all the requirements of his/her job shall not be terminated or otherwise discriminated against with respect to his/her wages, hours, terms or other conditions of employment, because the employee has been exposed to or has contracted a communicable disease so long as the employee is not a direct threat to the health of others.
2. No employee shall be subjected to random, arbitrary or across-the-board testing for exposure to or contraction of a contagious disease except as required by law.

B. Medical Evaluation

1. Upon reasonable suspicion that an employee has been exposed to or has contracted a communicable disease, the Superintendent may convene a medical evaluation panel.
2. The panel will consist of the employee's doctor, a doctor designated by the Board, and a third doctor chosen by the other two (2) doctors. The third doctor preferably should be a specialist with expertise in communicable diseases.
3. Within two (2) weeks of the convening of the panel, the panel will determine what tests or examination of the employee is appropriate, conduct those tests or examinations, and make a written report to the Superintendent. The report shall state what tests or examinations were conducted and shall specify:

- a. Whether the employee has been exposed to or has contracted a communicable disease;
 - b. The identity of the disease, its nature and prognosis;
 - c. Whether the employee is otherwise qualified to remain in his/her job (that is, can meet all the job requirements in spite of the medical condition);
 - d. What accommodation the Board should make so that the employee reasonably may continue to meet all the requirements of his/her job;
 - e. The nature of the risk of the employee's medical condition (how the disease is transmitted);
 - f. The duration of the condition (how long the carrier is infectious);
 - g. The severity of the risk of the medical condition (the potential harm to third parties);
 - h. The probability the disease will be transmitted and cause varying degrees of harm.
4. A majority of the panel will determine the panel's decisions.
 5. All costs of the panel will be borne by the Board (after insurance coverage).

C. Employment Status

1. Within two (2) weeks after receipt of the report, the Superintendent shall inform the employee of any changes that will be made in the employee's employment status. His action(s) must be consistent with the medical evaluation report, provisions of this contract and corresponding sections under O.R.C. §124.
2. The employee may file a grievance concerning the Superintendent's action(s) within the time limits of the grievance procedure. The filing will be treated as a request for arbitration, and arbitration shall proceed in accordance with this Agreement. The medical evaluation report shall be evidence before the arbitrator.

D. Elimination of Risk

The Board shall take all reasonable steps to minimize or eliminate the health risk to others. Including by way of illustration, but not limited to diagnostic testing and immunization.

E. Disability Retirement

The Board shall support the employee's application for disability retirement as appropriate based on the medical evaluation, as outlined in the appropriate section of

the Ohio Revised Code.

F. Confidentiality

All reports of suspected carriers, all aspects of the medical evaluation, arbitration or hearing proceedings, awards, and due process to determine probable cause for the medical evaluation shall be treated as highly confidential. Any information shall be released only to the Superintendent, immediate supervisor, employee, arbitrator, and hearing officer. Board discussion of matters under this Article shall be held in executive session.

G. Education

The parties agree that it is desirable and the Board shall implement programs that educate employees, students and the community about communicable diseases and their transmission to minimize irrational fears about such diseases and their transmission within the school environment.

ARTICLE XXI -- SUBSTANCE ABUSE TESTING

- A. At the workplace, the Superintendent may require an employee to be tested for alcohol or illegal substance use that may impair his/her job performance when: (1) there has been an accident or near miss involving personal injury to anyone or property damage; or (2) the administration has reasonable cause to believe the employee has used alcohol or an illegal substance affecting his/her performance.
- B. Any testing procedures will be consistent with appropriate professional practice. Failure of an employee to submit to such reasonable testing procedures on a timely basis (i.e., Breathalyzer, urinalysis, blood tests, etc.) may subject the teacher to the procedures described in Article VI.

ARTICLE XXII -- SALARY GUIDE

- A. Salaries shall be increased across the board by one-half percent (0.5%) effective July 1, 2012 and one-half percent (0.5%) effective July 1, 2013. Teachers will receive a one-half (1/2) step increase on July 1, 2012 and a one-half (1/2) step increase on July 1, 2013. A payment of two hundred dollars (\$200) will be made each year for teachers in 2011-2012 with at least twenty-three (23) years of experience. The twenty-three (23) year experience step will equal the salaries on the twenty (20) year step plus five hundred dollars (\$500).

With respect to the teacher salary schedule for the 2014-15 school year only, either party may opt to reopen negotiations. To exercise this option, the Association must give written notice to the Superintendent by not later than May 1, 2014 of the decision to reopen negotiations, or the Superintendent must give written notice to the Association President by that date. If such notice is given, the parties will reopen negotiations for this purpose by not later than May 15, 2014. It is further understood that if negotiations do not result in an agreement by June 15, 2014, the impasse provisions of this Agreement will apply.

- B. When an adjustment in salary is to be made due to the fact that the teacher has acquired sufficient additional college or university credits to place him/her in another training bracket of the salary schedule, evidence of such credit must be presented to the Superintendent, in the form of an official transcript of credits. The pay increase will go into effect the first day of the pay period immediately following the Superintendent's receipt of the transcript.
- C. Regular teaching salaries shall be paid in twenty-six (26) installments every other Wednesday, beginning when the teacher has actually worked for the Board during a pay period. Pay periods shall begin on Thursday morning and end on the second Wednesday night following. In a year in which there are twenty-seven (27) pay periods, the annual salary will be divided over twenty-seven (27) pays.
- D. In addition to payroll deductions enjoyed by teachers during the 1988-89 school year, teachers may also have payroll deduction, upon individual written authorization, for the following:
1. Credit Union
 2. Tax-sheltered annuities and
 3. Political contributions pursuant to ORC §3313.262.
- E. The Board shall provide an automobile or bus for the regular transportation of Marimor pupils. Anyone making home visits shall have the use of a Board-owned vehicle to travel when performing the duties of the position. When no vehicle is available for employee use, employees of the bargaining unit will receive mileage reimbursement at the current county rate (as it varies) when they are required by the Board to provide transportation and travel as a part of their school responsibilities.
- F. A teacher employed with the Board shall be given full service credit with regard to placement on the salary schedule for all training and prior experience as a teacher in public and nonpublic chartered schools, for all teachers hired on or after July 1, 2000.
- G. The parties shall look to the County Commissioners, Auditor or other County officials for alleged violations of this agreement which are caused by action or inaction of such officials which this Board cannot control.
- H. STRS Pick-Up

Consistent with the provisions of the Internal Revenue Service Ruling 74-462, 81-35, and 81-36, the Board shall pick-up each teacher's mandatory contributions to the State Teachers Retirement System (STRS) for tax purposes only and by the salary reduction method, provided that no teacher's total salary is increased by such pick-up, nor is the Board's total contribution to STRS increased thereby.

The dollar amount to be designated as "picked-up" by the Board:

1. shall equal the then current percentage amount of the teacher's mandatory STRS contribution;

2. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
3. shall not be reported by the Board as subject to current federal and state taxes;
4. may be subject to city income taxes;
5. shall be included in the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" combination with other tax deferred compensation plans.

ARTICLE XXIII – RESPITE CARE PROVISIONS

- A. Employees will be paid the greater of state or federal minimum wage per hour for work performed as respite care providers. If the respite care provider is serving more than one (1) client during the same hours, he/she shall be paid Two Dollars (\$2) for each additional client. It will be assumed that within a twenty-four (24) hour day, eight (8) hours will be spent sleeping and consequently, the maximum hours paid per twenty-four (24) hour day for respite care will be sixteen (16).
- B. Overtime payment will be paid at time and a half (1½) of the respite care rate for hours worked in excess of forty (40) hours per work week. For example, if an employee works as a teacher for thirty-five (35) hours per week and works as a respite care provider for forty (40) hours per week, the teacher would receive their regular salary for teaching and would be paid straight time for the first five (5) hours of respite care provision. The next thirty-five (35) hours of respite care for that week will be paid at time and a half (1½) of minimum wage. The work week is defined as starting Thursday at 12:01 a.m. and concluding Wednesday at 12:00 p.m.
- C. It is understood that employees covered by the MEA Agreement are not eligible for overtime for work performed within their primary job duties, i.e., teaching, speech therapy, etc.

ARTICLE XXIV – EFFECTS AND DURATION OF CONTRACT

A. Duration of Contract

The terms and conditions of this contract shall be in effect for three years, from July 1, 2012 through midnight June 30, 2015. The salary provisions of this contract may be subject to a reopener for year three (3) of the Agreement as set forth in Article XXII, Section A.

B. Full Agreement Clause

The specific provisions of this Agreement shall be the sole source of the rights of the

Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this agreement only and no prior agreements, oral or written, shall be controlling or in any way affect the relations between the parties of the wages, hours, and working conditions of the teachers covered by this Agreement.

C. Severability Clause

1. If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance therewith or enforcement thereof shall be restrained by any such tribunal pending a final determination as to the validity thereof, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or as to which compliance therewith or enforcement thereof has been restrained, shall not be affected thereby.
2. If any section of this Agreement is invalidated by law, then only said section is invalidated until the parties meet to negotiate said section to conform to law. The parties shall, upon written request of the other, within 30 days, begin to negotiate in good faith regarding any necessary change in this Agreement or within such time as the parties mutually agree.
3. Consistent with O.R.C. Chapter 4117, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any State statute to the contrary.

ARTICLE XXV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The LPDC will consist of five (5) voting members, three members selected by the Association and two administrators appointed by the Superintendent.
- B. The LPDC will establish guidelines of acceptable professional development activities, procedures and timelines for submitting professional development plans, and voting procedures for LPDC for plan approval.
- C. Service on the LPDC may be approved as one of the equivalent activities for license renewal, by a majority of the committee not to exceed 35% of the committee member's renewal requirement. If it is necessary for the committee to meet in the summer, the committee will be compensated at the rate of \$25.00 per hour for up to eight (8) hours and beyond eight (8) hours with the Superintendent's approval.
- D. The LPDC shall in-service the staff at Orientation or on the September in-service day or at such other time as the Director of Education specifies in consultation with the LPDC.
- E. The LPDC shall meet for up to seven hours per year to review and approve professional development plans. The committee shall determine when they will schedule the hours. Teachers shall be granted paid leave for these hours.

- F. Teachers who appeal decisions of the LPDC will meet with the LPDC to review the decision in question. If the issue is not resolved, the teacher may appeal the decision to the Superintendent.
- G. The Association's President, the Director of Education and the Superintendent/designee shall monitor the operation of the LPDC on an ongoing basis.
- H. All teachers, except those with permanent certification, must submit an IPDP for approval by the LPDC.

ARTICLE XXVI – CLOSURE OF SCHOOL

- A. If the Marimor School should close, the Union President or his/her designee shall serve on an advisory committee that shall address the transition of the school. This committee shall be formed within ten (10) days when notice of the school closure is acted on by the Board.
- B. Such closure shall occur only at the end of a school year, and bargaining unit members shall be given at least ninety (90) days of prior notice.
- C. Bargaining unit members actively employed by the Board at the time the school is closed shall have the option of converting all unused sick leave and personal leave at one-half (1/2) of his/her per diem rate. The Board further agrees not to challenge an employee claim to unemployment benefits. COBRA rights shall apply.
- D. Out-placement service shall mean the Board's assistance of members actively employed by the Board in the School's last school year in assessing personal career needs and possible obtainment of position from other employers. The Board shall support a member's effort to obtain employment at the Allen County Educational Service Center at a member's request. The Marimor Education Association retains the right to bargain about the scope and duration of such out-placement services.

ARTICLE XXVII – LABOR MANAGEMENT COMMITTEE

The Marimor Education Association and the administration of Marimor School will form a Labor-Management Committee consisting of the four individuals appointed by the MEA (one being the Labor Relations Consultant) and four individuals appointed by the administration.

ARTICLE XXVIII – STATE-MANDATED EVALUATIONS

To the extent that teachers of the Board become subject to state-mandated evaluation requirements, the Superintendent shall designate two (2) employees of the Board who are employed under administrative contracts and the President of the Marimor Education Association shall designate two (2) members to make recommendations about the evaluation procedures for Marimor teachers as long as such recommendations are not inconsistent with state law.

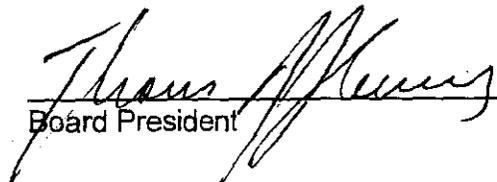
ARTICLE XXIX – PROFESSIONAL RESPONSIBILITY

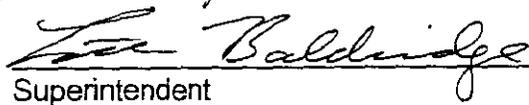
Teachers must immediately report major unusual incidents, including but not limited to suspected child abuse or neglect, to their immediate supervisor. A copy of the initiating MUI report must be sent promptly to the reporting teacher.

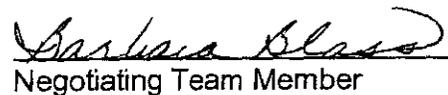
ARTICLE XXX– SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 19 day of July, 2012.

ALLEN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES


Board President

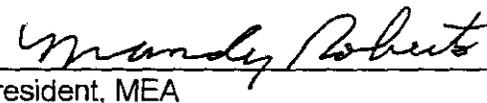

Superintendent


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

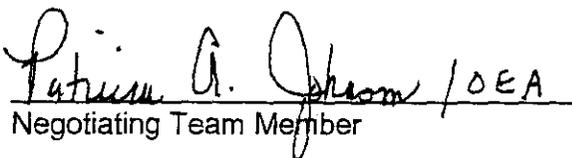
MARIMOR EDUCATION ASSOCIATION


President, MEA


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

MARIMOR GRIEVANCE PROCEDURE FORM

Grievance # MEA

Submit copies to:

1. Administration
2. Association Representative
3. Aggrieved

GRIEVANCE REPORT

Level 1 – informal Procedure

- A. Date Grievance occurred: _____
- B. Date Grievance was discussed informally: _____
- C. Person(s) who discussed at Level I: _____
- D. Article(s) and Section(s) violated: _____
- E. Name of Grievant: _____

Level 2 – Formal Procedure

- A. Date written grievance submitted to Immediate Supervisor _____
- B. Article(s) and Section(s) violated _____
- C. Statement of Grievance (description of incident, facts, etc.) _____

- D. Restitution Sought _____

Signature of Grievant

Appendix A, Continued

E. Date of Hearing _____

F. Person(s) who attended Level II Hearing: _____

G. Disposition of Hearing _____

Immediate Supervisor _____ Date _____

Level III

A. Date submitted to Superintendent Level _____

Association President or Designee Date _____

B. Disposition by Superintendent _____

Signature Date

Level IV

A. Date submitted to arbitration _____

Association President or Designee Date

MARIMOR TEACHERS SALARY INDEX

STEP	BA	150 HOURS	MASTERS	MA +30
0	1.0	1.04	1.095	1.143
1	1.038	1.08	1.143	1.191
2	1.076	1.12	1.191	1.239
3	1.114	1.16	1.239	1.287
4	1.152	1.2	1.287	1.335
5	1.19	1.24	1.335	1.383
6	1.228	1.28	1.383	1.431
7	1.266	1.32	1.431	1.479
8	1.304	1.36	1.479	1.527
9	1.342	1.4	1.527	1.575
10	1.38	1.44	1.575	1.623
11	1.418	1.48	1.623	1.671
12	1.456	1.52	1.671	1.719
13	1.494	1.56	1.719	1.767
14	1.532	1.6	1.767	1.815
15	1.57	1.64	1.815	1.863
20	1.608	1.68	1.8629	1.9109

23	+ \$500	+ \$500	+ \$500	+ \$500
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Appendix C

MARIMOR TEACHERS SALARY SCHEDULE EFFECTIVE JULY 1, 2012

STEP	BA	150 HOURS	MASTERS	MA+30
0	\$34,231	\$35,601	\$37,483	\$39,126
STEP 1 MINUS A HALF	\$34,882	\$36,285	\$38,305	\$39,948
1	\$35,532	\$36,970	\$39,126	\$40,769
STEP 2 MINUS A HALF	\$36,182	\$37,654	\$39,948	\$41,591
2	\$36,833	\$38,339	\$40,769	\$42,413
STEP 3 MINUS A HALF	\$37,483	\$39,024	\$41,591	\$43,234
3	\$38,134	\$39,708	\$42,413	\$44,056
STEP 4 MINUS A HALF	\$38,784	\$40,393	\$43,234	\$44,877
4	\$39,434	\$41,078	\$44,056	\$45,699
STEP 5 MINUS A HALF	\$40,085	\$41,762	\$44,877	\$46,520
5	\$40,735	\$42,447	\$45,699	\$47,342
STEP 6 MINUS A HALF	\$41,386	\$43,131	\$46,520	\$48,163
6	\$42,036	\$43,816	\$47,342	\$48,985
STEP 7 MINUS A HALF	\$42,686	\$44,501	\$48,163	\$49,807
7	\$43,337	\$45,185	\$48,985	\$50,628
STEP 8 MINUS A HALF	\$43,987	\$45,870	\$49,807	\$51,450
8	\$44,638	\$46,555	\$50,628	\$52,271
STEP 9 MINUS A HALF	\$45,288	\$47,239	\$51,450	\$53,093
9	\$45,938	\$47,924	\$52,271	\$53,914
STEP 10 MINUS A HALF	\$46,589	\$48,608	\$53,093	\$54,736
10	\$47,239	\$49,293	\$53,914	\$55,557
STEP 11 MINUS A HALF	\$47,890	\$49,978	\$54,736	\$56,379
11	\$48,540	\$50,662	\$55,557	\$57,201
STEP 12 MINUS A HALF	\$49,190	\$51,347	\$56,379	\$58,022
12	\$49,841	\$52,032	\$57,201	\$58,844
STEP 13 MINUS A HALF	\$50,491	\$52,716	\$58,022	\$59,665
13	\$51,142	\$53,401	\$58,844	\$60,487
STEP 14 MINUS A HALF	\$51,792	\$54,085	\$59,665	\$61,308
14	\$52,442	\$54,770	\$60,487	\$62,130
STEP 15 MINUS A HALF	\$53,093	\$55,455	\$61,308	\$62,951
15	\$53,743	\$56,139	\$62,130	\$63,773
STEP 20 MINUS A HALF	\$54,394	\$56,824	\$62,950	\$64,593
20	\$55,044	\$57,509	\$63,769	\$65,413
STEP 23 MINUS A HALF	\$55,294	\$57,759	\$64,019	\$65,663
23	\$55,544	\$58,009	\$64,269	\$65,913

Appendix D
 MARIMOR TEACHERS SALARY SCHEDULE EFFECTIVE JULY 1, 2013

STEP	BA	150 HOURS	MASTERS	MA+30
0	\$34,402	\$35,779	\$37,671	\$39,322
STEP 1 MINUS A HALF	\$35,056	\$36,467	\$38,496	\$40,148
1	\$35,710	\$37,155	\$39,322	\$40,973
STEP 2 MINUS A HALF	\$36,363	\$37,843	\$40,148	\$41,799
2	\$37,017	\$38,531	\$40,973	\$42,625
STEP 3 MINUS A HALF	\$37,671	\$39,219	\$41,799	\$43,450
3	\$38,324	\$39,907	\$42,625	\$44,276
STEP 4 MINUS A HALF	\$38,978	\$40,595	\$43,450	\$45,102
4	\$39,632	\$41,283	\$44,276	\$45,927
STEP 5 MINUS A HALF	\$40,285	\$41,971	\$45,102	\$46,753
5	\$40,939	\$42,659	\$45,927	\$47,579
STEP 6 MINUS A HALF	\$41,593	\$43,347	\$46,753	\$48,404
6	\$42,246	\$44,035	\$47,579	\$49,230
STEP 7 MINUS A HALF	\$42,900	\$44,723	\$48,404	\$50,056
7	\$43,554	\$45,411	\$49,230	\$50,881
STEP 8 MINUS A HALF	\$44,207	\$46,099	\$50,056	\$51,707
8	\$44,861	\$46,787	\$50,881	\$52,533
STEP 9 MINUS A HALF	\$45,514	\$47,475	\$51,707	\$53,358
9	\$46,168	\$48,163	\$52,533	\$54,184
STEP 10 MINUS A HALF	\$46,822	\$48,851	\$53,358	\$55,010
10	\$47,475	\$49,540	\$54,184	\$55,835
STEP 11 MINUS A HALF	\$48,129	\$50,228	\$55,010	\$56,661
11	\$48,783	\$50,916	\$55,835	\$57,487
STEP 12 MINUS A HALF	\$49,436	\$51,604	\$56,661	\$58,312
12	\$50,090	\$52,292	\$57,487	\$59,138
STEP 13 MINUS A HALF	\$50,744	\$52,980	\$58,312	\$59,963
13	\$51,397	\$53,668	\$59,138	\$60,789
STEP 14 MINUS A HALF	\$52,051	\$54,356	\$59,963	\$61,615
14	\$52,705	\$55,044	\$60,789	\$62,440
STEP 15 MINUS A HALF	\$53,358	\$55,732	\$61,615	\$63,266
15	\$54,012	\$56,420	\$62,440	\$64,092
STEP 20 MINUS A HALF	\$54,666	\$57,108	\$63,264	\$64,916
20	\$55,319	\$57,796	\$64,088	\$65,740
STEP 23 MINUS A HALF	\$55,569	\$58,046	\$64,338	\$65,990
23	\$55,819	\$58,296	\$64,588	\$66,240

Appendix E

Allen County Board of Developmental Disabilities

Affidavit of Same Sex Domestic Partnership

I, _____, hereby certify that _____ is my domestic partner and that:

1. We share a permanent residence (unless residing in different cities, states, or countries on a temporary basis).
2. We are in a long-term committed relationship and have been in this relationship for at least six (6) months.
3. We are of the same gender as each other and we are each other's sole domestic partner and intend to remain so indefinitely.
4. We are responsible for each other's common welfare.
5. We are at least eighteen (18) years of age or older.
6. We are not legally married to anyone.
7. We are not related by blood closer than would bar marriage in the State of Ohio.
8. We are mentally competent to consent to contract.
9. We share financial obligations, as demonstrated by the existence of at least two of the following conditions (please check all that apply):

____A. We have common or joint ownership of a residence (house, condominium, or mobile home). (Deed/Title)

____B. We share at least two of the following:

- 1) Joint ownership of a motor vehicle (Title)
- 2) Joint checking account (Bank Statement)
- 3) Joint credit account (Statement)
- 4) Residential lease identifying both partners as tenants (Lease)

____C. My domestic partner has been designated as a primary beneficiary of at least one of the following:

- 1) My Term Life Insurance
- 2) My will
- 3) A trust

NOTE: At least two (2) documents are required to prove the existence of the above mentioned

conditions.

I agree to file, within 30 days of the termination of my domestic partnership, an Affidavit of Termination of Domestic Partnership with the Director of Human Resources affirming that the domestic partnership has been terminated and that a copy of the Affidavit of Termination of Domestic Partner Status has been mailed to my previous partner. I understand that another Affidavit of Domestic Partnership cannot be filed until six (6) months after the most recent domestic partnership has been terminated.

I understand the information in this affidavit will be used by the Board for the sole purpose of determining my eligibility for domestic partnership benefits. This information will be treated as confidential to the extent permitted by Ohio law and will be used solely for the administration of benefits by the Board. I understand that availability of these benefits is based on eligibility requirements and subject to changes in program provisions and Ohio law.

I, the undersigned Board employee, understand that falsification of information in this affidavit may lead to disciplinary action, up to and including termination from employment.

Signature of Employee

Date of Birth

Date

Signature of Witness

Date

Appendix F

Allen County Board of Developmental Disabilities

Statement of Termination of Domestic Partnership

I, _____, affirm, under penalty of perjury, that the Affidavit of
Name of Employee (Print)

Domestic Partnership attested to and signed by me on _____ is terminated as specified below:

Name of Domestic Partner: _____

Termination of the Affidavit of Domestic Partnership is due to:

- Termination of Domestic Partnership _____
Date

- Death of Domestic Partnership _____
Date

I understand that another Affidavit of Domestic Partnership cannot be filed until six (6) months after this Statement of Termination of Domestic Partnership has been filed with the Director of Human Resources.

I shall mail a copy of this signed statement to my surviving former Domestic Partner.

Signature

Date