

12-MED-03-0233
2003-01
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2013 OCT -9 P 3:46

STATE EMPLOYMENT
RELATIONS BOARD

AGREEMENT

between

Miller City-New Cleveland Board of Education

and

Miller City-New Cleveland Local Teachers Association

for

July 1, 2012 - June 30, 2015

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ARTICLE I - ASSOCIATION RECOGNITION

A. ASSOCIATION RECOGNITION

The Miller City-New Cleveland Local Board of Education (hereinafter referred to as the Board), recognize the Miller City-New Cleveland Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercise of such rights as set forth in this Agreement and/or as defined and set forth in ORC 4117 for all professional staff members in the employee bargaining unit as set forth in section "B" herein.

B. BARGAINING UNIT

The bargaining unit will be defined as all certificated personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, special ED., & vocational), guidance counselors, librarians/media and/or program specialists, school social workers, attendance officers, school nurses, coordinators, department heads, athletic directors, visiting teachers, and tutors. Substitutes employed for sixty (60) or more consecutive days shall also be members of the bargaining unit. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals or other administrative personnel, if any, where their administrative duties are at least fifty (50) percent of their assigned time, confidential employees, management level employees, supervisors, and casual employees shall not be considered to be a part of the bargaining unit.

No teacher as defined in section 3319.09 of the Revised Code shall be designated as a supervisor, a management level employee, or administrator excluded from the bargaining unit unless he/she is employed under a contract governed by section 3319.01, 3319.011, or 3319.02 of the Revised Code, and is assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of section 3319.22 of the Revised Code, or is a supervisor certified under division (f) of section 3319.22 of the Revised Code.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

Wherever the term(s) "professional staff member", "staff member", "staff", "employee", or "teacher" appear in this agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this agreement.

The Association President or his/her designee will submit a list of the names and addresses of the elected officers of the Association.

ARTICLE II
ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

A. NON-DISCRIMINATION/NON-REPRISAL

The Board hereby agrees that every member of the bargaining unit shall have the right to organize, join, and support the Association for the purpose of engaging in professional bargaining and other lawful concerted activities for mutual aid and protection. The Board agrees that it will not discriminate against any member of the bargaining unit because of the exercise of any of their legal and constitutional rights; the Board will not discriminate against any teacher by reason of his/her Association activities or professional membership, bargaining activities, or utilization of the grievance procedure.

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participation in any of its activities.

B. RIGHTS UNDER THE LAW

Nothing contained herein will be construed to restrict or deny any professional staff member's rights they may have under the law or any other applicable rules or regulations.

C. USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association will have the right to use school buildings without cost at reasonable times for meetings. Arrangements for general membership, building, or other large meetings will be made with the respective building principal. Any added costs over and above the normal operational costs of the building will be borne by the Association.

The Association building representative will have permission to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio visual equipment, when such equipment is not being used for classroom instruction or office work. Teachers using such equipment must be competent in the operation of said equipment. No equipment shall be removed from the building in which it is located without the permission of the principal. Supplies used in connection with such equipment will be furnished by or paid for by the Association at the Board's cost.

D. ASSOCIATION BUSINESS DURING SCHOOL HOURS

The Association shall be permitted to transact its official business on school property during the school day as long as it will not interfere with the teaching responsibilities of a teacher or attempt to interrupt normal school operations. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit schools and individual teachers so long as such visits will not interfere with the normal teaching duties of the professional staff member to be contacted.

E. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Place an organization identification on the mailboxes of all teachers who are members of the Association, and to place notices, circulars, and other material in all teachers' mailboxes.
2. Use the inter-school mail system to distribute material of the type described above.
3. Use, in each building, a reasonable amount of space on existing teacher bulletin boards.
4. Use of the school public address system for Association announcements.
5. Make brief announcements following the conclusion of building faculty meetings.

F. PAYROLL DEDUCTION

The following payroll deductions will be provided at no cost to the professional staff member:

1. United Teaching Profession dues--Teachers may at any time until October 1st sign and deliver to the Board a form authorizing payroll deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deduction shall be made in equal amounts, for all individuals so authorizing beginning with the last pay check in October and for each of the next pay checks until and including the 1st pay check in October. All money so deducted shall be remitted monthly to the Treasurer of the Association, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.

Within two (2) days of the receipt of written notification from any member of the bargaining unit to discontinue their authorization of payroll deduction for their Association dues, the Board Treasurer will forward the names of such individual(s) to the Association Treasurer.

2. Credit Union.
3. Income Protection Insurance.
4. Tax Sheltered Annuities.
5. Political Contributions.

G. PERSONNEL DIRECTORY

The Administration will provide all professional staff members with a directory listing the names, addresses, listed phone numbers and teaching/duty assignments on record of all employees of the Board.

H. SCHOOL BOARD

- i. Meeting Notice and Agenda--The president of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board or the press, whichever comes first.
2. Association Participation--A representative of the Association shall be permitted to address the Board at each Board meeting. The Association may also arrange to be placed on the agenda by submitting a written request forty-eight (48) hours in advance of the meeting to the superintendent.
3. Minutes and Other Public Documents--At no cost to the Association, the president of the Association will be supplied with minutes, attachments, addendums, special reports, financial statements and similar documents used by the Board in the course of school operations. In addition, the Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to Association concerns.

I. NEW STAFF

1. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.

2. The Association shall have the right to participate in the initial orientation and planning meeting for new professional staff members.

J. ASSOCIATION LEAVE

Those teachers elected as officers, appointed as committee members, or elected as delegates to meetings of the Ohio Education Association, or other State and National organizations affiliated with same may attend official meetings of these bodies which are required of them in their elected or appointed positions without loss of pay. No expense for such meetings, other than substitute service shall be paid by the Board.

K. FAIR SHARE FEE

Beginning with the 1987-88 school year, fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the pay of all bargaining unit members who elect not to become Members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of bargaining unit employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Substitutes employed for Sixty (60) or more but less than ninety (90) consecutive days and who do not choose to become members of the Association will be subject to fair share fees payroll deductions at the rate of one half (1/2) of the amount withheld from each full-time employment fee payer. After ninety (90) consecutive days of employment, such non-Association member substitutes will be subject to the full fair share fee payroll deductions beginning with the first paycheck following the ninetieth (90) consecutive day of employment.

Non-Association member substitutes employed at the beginning of the school year under either verbal or written contract for a period of ninety (90) or more consecutive days at full salary, will be subject to the full fair share fee payroll deductions beginning simultaneously with those of all other full-time fair share fee payers. Substitutes employed at any other time of the year at full salary rates will be subject to the full fair share fee payroll deductions retroactive to the first day of employment and beginning sixty (60) days following such employment if employed after January 15 of the school year.

Upon notification from the Association that a bargaining unit member has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first pay day occurring on or after sixty (60) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

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

The Association warrants to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

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.

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.

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

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; 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 III - NEGOTIATIONS PROCEDURE

A. Preamble

Attainment of objectives of the educational program of the District requires mutual understanding, the cooperation among the Board of Education, the Superintendent and his staff, and the professional teaching personnel.

To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

Teaching is a profession requiring specialized educational qualifications. The success of the educational program in the District depends upon maximum utilization of the abilities of the teachers who are reasonably well satisfied with conditions under which their services are rendered.

The purpose of this procedure is the mutual agreement that the designated representatives of the parties will negotiate in good faith with regard to all matters of concern of either party and will use professional channels of appeal as set forth herein in the event of an impasse.

B. Participation

The Board recognizes the school Superintendent as its chief executive officer and the person to whom it looks for education leadership. The Board shall designate two of its

members who together with the Superintendent shall act as a committee to meet in accordance with established procedure with representatives of the professional organization for the purpose of discussion and reaching mutually satisfactory agreements on salary, welfare provisions, working conditions, the budget, and other problems of concern that affect the quality of the educational program of the District. Any agreement shall be subject to ratification by majority vote of the Board and the Association.

C. Procedures

Meetings: The Board Committee and the representatives of the Association will meet upon the written request of either of the parties, provided the request contains a specific reason for the meeting.

Directing Requests: Requests from the Association normally will be made directly to the Superintendent or Board Committee. Requests from the Superintendent or the Board or their representatives will be made to the president of the Association. A mutually convenient meeting date shall be set within ten days of the request. The meeting shall be held within twenty days of the receipt of the initial request.

Official Minutes: Official minutes shall be kept and clerical assistance provided, for the purpose of maintaining accurate records of the proceedings when desired by either party.

Exchange of Facts, Views: Facts, opinions, proposals and counter-proposals will be exchanged freely during the meeting or meetings, (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.

Requests for Assistance: The participants may call upon competent professional and lay representatives to consider the matter under discussion, and to make suggestions, and to have the right to be represented in negotiation sessions by such professional or lay representatives.

News Releases: While discussions are in progress, any release prepared for news media will be approved by both groups.

D. Agreement

When agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Board and the Association for their consideration. The Board of Education shall take action at the next regular or special meeting of the Board of Education. Except during the summer recess, the Association will take action on the proposed Agreement within thirty (30) days of the receipt of such tentative agreement.

Final Agreement: When the participants reach agreement, the provisions, when applicable, shall appear in the individual contracts between teachers and Board. The agreement will not discriminate against any person eligible to become a member of the Association.

Upon approval by both the Association and the Board of Education, three copies of the total agreement shall be signed by the President of the Board of Education, the Superintendent, the Association President, and the Association negotiations chairperson. Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties. The third copy will be submitted to the State Employment Relations Board pursuant to its rules and regulations.

E. Disagreement

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are herein provided.

If agreement is not reached on matters being negotiated at the end of the 45 day negotiating period or not later than 40 days prior to the expiration of this agreement or at any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the purpose of assisting the parties to reach a settlement of the impasse.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual consent, the selection and mediation process shall not extend for

more than thirty calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

A "Grievance" is defined as a claim by the Association on behalf of a teacher, group of teachers, or the Association (hereinafter referred to as the grievant) that there has been a violation, misinterpretation or misapplication of:

1. the written agreement entered into between the Miller City-New Cleveland Board of Education and the Miller City-New Cleveland Education Association.
2. Established Board policy or school regulation affecting bargaining unit personnel, including administrative regulations affecting bargaining unit personnel.

The term "grievant" or "aggrieved" shall be taken to mean any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

The term "Days" in this grievance procedure shall mean "School Days". The number of days indicated at each step shall be considered maximum but may be extended by written agreement of the parties. Every effort shall be made by all parties to expedite the process.

"Representation or representative" as provided for in this section shall be: any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates.

B. General Provisions

The Association may bring a grievance on behalf of a teacher and all other teachers similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for teachers in the class. The Association may bring a grievance on behalf of itself.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When any member of the bargaining unit brings a complaint or "grievance" as written in ORC 4117.03 and is not represented by the Association, the Association shall have the right to have its representative present, to state the views of the Association and offer testimony at all stages of such a hearing process or procedure.

The president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

The Board, the administration, and the Association will cooperate with the investigation of any grievance. The parties will furnish each other such information as is requested for the processing of any grievance. Should the investigation and/or processing of any grievance require that a teacher and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: initial presentation of the grievant's case, presentation of the administration's response/case, cross-examination and/or questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level.

A grievance may be withdrawn at any level without prejudice or record.

Record of grievance proceedings will not be maintained in the grievant's personnel file.

If an appeal to the next level or step is not filed by the individual or group grievant within

the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the administration or Board fails to submit its disposition to the grievance in a timely manner, the grievance shall be advanced automatically to the next step.

STEP I

Any bargaining unit member or association representative having a complaint shall first discuss each complaint with the immediate superior or administrator.

If the discussion does not resolve the complaint to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance with such grievant's building principal. If such grievance is not lodged within fifteen (15) days following the act or condition which is the basis of said grievance, such grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific aforementioned provision(s) allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent.

The grievant shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) days after the receipt of such request. The aggrieved shall be advised in writing of the time, place and date of such hearing, and of the right to be represented at such hearing by a representative of the Association.

The building principal shall take action on the written grievance within five (5) days after the receipt of the grievance, or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association and the Superintendent.

STEP II

If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant or the Association, such grievant or the Association may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from receipt of the written disposition of the principal's action on said grievance shall be deemed a waiver of the right of appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of the request. The aggrieved teacher shall have the right to be represented at such hearing by a representative of the Association.

The Superintendent shall take action on the appeal of the grievance within five (5) days after the receipt of the appeal, or, if a hearing is requested within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be

reduced to writing and copies shall be given to the grievant and/or Association and the building principal.

STEP III

If the grievance involves the alleged violation, misinterpretation, or misapplication of established Board policy, school regulations or administrative regulations affecting teacher personnel (1st paragraph section (2) under Definitions) and the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant and/or the Association, such grievant or the Association may appeal the Superintendent's decision to the Board of Education by filing a written request for such appeal with the Treasurer of the Board within five (5) days after receipt of the disposition of the Superintendent. The Board shall hear the appeal at its regularly scheduled meeting provided that five (5) days must elapse between the filing of the request for appeal with the Treasurer and the date of the Board meeting. This five day period may be waived if the parties mutually consent, otherwise the appeal shall be heard by the Board at its next regular meeting thereafter. The grievant and the Superintendent may be represented by counsel or other representative at the Board hearing. The final decision on the matter shall be made by the Board following the hearing within sixty (60) days. If the grievant fails to file the written request for such appeal with the Treasurer within five (5) days of the receipt of the Superintendent's disposition of the grievance, it shall be deemed a waiver of the right to appeal to the Board.

STEP IV

If the grievance involves the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board and the Association (1st paragraph Section (1) under Definitions), Step three shall not apply, but instead, the following arbitration procedure shall be followed:

If the appeal of a grievance through the next step shall be limited to those grievances which are related to misapplication, violation, or misinterpretation of the negotiated agreement.

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Step III, they may, within ten (10) days of the receipt of the Board's written response in Step III above, advance the grievance to arbitration by giving simultaneous written notice of the Association's intention to advance the grievance to arbitration.

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of this Agreement practices and/or procedures related to the agreement affecting bargaining unit members. The arbitrator shall have no authority to add to or to subtract from or in any way modify the terms and conditions of this Agreement or practices and/or procedures affecting bargaining unit members. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his/jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has not jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may, in writing, agree, after any grievance has been submitted to him/her. his/her decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE V - EMPLOYMENT PRACTICES

A. Seniority

1. **Seniority Defined**

Seniority shall mean the length of continuous employment in a bargaining unit position as follow:

Seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.

No employee shall accrue more than one (1) year of seniority in any work year.

2. Equal Seniority

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employment, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then

if a tie still remains;

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

3. Superseniority

For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

For layoff purposes only, the Association president shall be the most senior employee in the bargaining unit.

4. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer.

5. Posting of Seniority List

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be posted twice annually, by October 29 and February 28 of each work year. The Employer shall prepare and submit to the Association President a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association president on or before the date of posting.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

6. Correction of Inaccuracies

After posting of the seniority list, each employee shall be responsible for advising the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and submit the updated list as noted above. No protest shall be considered after May 10th of the posting of the seniority list and the list shall be considered as final until the next posting.

- B. **EVALUATION PROCEDURE** - The provisions herein for evaluation of staff shall supersede the evaluation requirements of ORC 3319.111.

General

The purpose of this evaluation procedure is to secure an accurate record of staff performance and to provide a basis for improvement and enlargement of the scope of professional skills of the individual staff member, to improve the working relationships between the instructional and administrative staff, to help the employee to achieve greater effectiveness in performance of the work assignment and to constitute the basis for personnel decisions including

promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

Performance Expectations

At the beginning of each school year (prior to October 1), the administration shall acquaint all staff members of the school district's performance expectations, evaluation procedures, criteria, and instruments which may subsequently be used in the evaluation process, and will clearly set forth in writing and distribute same to all staff who have not previously received such performance expectations and evaluation procedures, criteria and instruments. A conference between an individual staff member and his/her principal may be necessary to establish individual goals.

At least one formal observations will be preceded by a conference between the principal and the staff member(s) and/or department/grade level members for the purpose of (1) providing the staff with full explanation of the observation process. As part of the conference process, each staff member will be given the opportunity to provide the evaluating principal with an explanation of his/her plans and objectives for that class.

Fair Consideration of Work Effort

No staff member shall be evaluated on his/her performance except after fair and reasonable observations of the work of the staff member by the principal charged with the responsibility of evaluating that staff member.

All monitoring observation of the work performance of a staff member shall be conducted openly and with full knowledge of that staff member. The use of eavesdropping public address, or audio systems and similar surveillance devices for monitoring or observing the work performance of a staff member will be permitted only with the staff member's written consent.

Staff members should not be observed for the purpose of a formal evaluation observation on the day before or after a holiday recess, on the day after extended absence, on Staff Development released-time days, or on the first or last day of a marking period. However, the above provisions shall not be construed to prevent the observation and evaluation of staff on any of the days identified above.

The evaluation criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Association. Work outside of the bargaining unit members normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor. In the event an employee performs work

under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

Casual observations are recognized as part of the evaluation process. Any casual observation noted by the evaluator must be noted and discussed with the staff member within five (5) days following the casual observation. No casual observation may become a part of the evaluation unless the evaluator has discussed the casual observation with the staff member prior to the conference and evaluation report.

Parental or citizen complaints shall be brought to the attention of the staff member against whom they are lodged as soon as they are brought to the attention of the Administration. Any such staff member will be given the opportunity to respond and/or rebut the substance of any such complaint.

Staff members new to the system or those being considered for renewal of their contract will be evaluated by their principal at least three (3) times, twenty (20) school days apart prior to February 15th. Staff on a continuing contract will be evaluated at least once (1) every year by their principal. All other staff members will be evaluated at least once each semester not less than thirty (30) days apart.

Staff members found to have serious performance deficiencies and those with performance deficiencies whose contracts are to be considered for renewal will be formally observed on at least three (3) separate occasions of a full class period. Such observations will occur within forty-five (45) calendar days from the date of the observation/evaluation conference provided herein in which the deficiency(s) was first noted. If such deficiencies persist as evidenced by the second observation report, only one (1) additional observation of the staff member's classroom performance will be required.

Each formal observation will be for a full class period, or of sufficient length in the subject area concerned in order to watch the complete development of the lesson of thirty (30) minutes or more.

A staff member may request additional classroom visitations by any other administrative personnel in the district. Such a request will be granted within a reasonable time (usually not to exceed five (5) days).

Conference and Evaluation Report

All formal observations shall be followed, within five (5) school days, by a conference between the evaluating principal and the affected staff member. This conference will provide for the discussion of the work performance and any questions which may arise from the formal observation. The time constraints for the conference above will be modified by illness or other

emergency or by mutual agreement between the principal and the staff member concerned.

Following the formal observation(s) and conference, the principal shall write a report summarizing his evaluation of the staff member's performance. These reports shall acknowledge the strengths and deficiencies, if any, along with noting all data used for the conclusions reached. The report will acknowledge any circumstances which may adversely affect a staff member's performance including, but not necessarily limited to: unusual class size, special learning disabilities students, or abnormal physical facilities. Student test results may be used only as one of many criteria, but shall not be the sole or major basis for any evaluation.

All criticisms shall be supported by data and/or with specific, written comments pertaining to direct observations by the principal or supportable data. Professional judgment shall be made based on observable measurable outcomes of the teaching/learning process.

Completed observation/evaluation forms shall be signed by the affected staff member. Signature of any form shall not be construed to signify agreement or disagreement with the substance contained thereon. The staff member shall be provided with a true copy of the completed evaluation at the time of signature.

Framework for Improvement

Should deficiencies be recorded in the evaluation of a staff member, the evaluating supervisor or superintendent shall provide the staff member with specific nature of the deficiency, with specific reasonable, written recommendations for improvement and the minimum improvement necessary to be considered satisfactory. The administrative shall also provide positive assistance and resources necessary to implement such recommendations. Except where immediate remedy can be effectuated, the staff member shall have a minimum of thirty (30) school days from the date of the principal-teacher conference on the evaluation in which to make corrections or improvements of any noted deficiencies. Except where deficiencies are of such a minor nature, at least one additional observation of a full class period shall be made (or a minimum of one uninterrupted one-hour observation) within forty (40) school days of the date of notification to the teacher of any deficiency.

Any courses recommended by the principal to develop the skills he/she feels need improvement shall be paid for by the Board of Education.

Academic Freedom

It is the obligation of both parties to provide to promote quality education for all children. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teachers is encouraged to the extent that teaching activities are a contributing and not a disruptive portion of the total school program. Academic freedom shall be guaranteed to all teachers. Freedom of individual expression which exhibits the basic objectives of a democratic society will be encouraged. Each teacher must be mindful that his/her presentation(s) be open-minded, fair, responsible, and respectful of differing opinions of others.

The teacher, as a recognized professional, shall have the right and responsibility to choose those instructional methods he or she deems to be appropriate and effective with a given group of students. Choice of methods shall not be considered an appropriate area for criticism in an evaluation unless the evaluator can reasonably document the ineffectiveness of the methods with that group of students.

Furthermore, unless it can be documented that a teacher's choice of instructional methods can be shown to be ineffective and generally detrimental to the classroom instruction, criticism of such teaching methods shall not be a factor in any recommendation for contract renewal or non-renewal, for professional certification or for continuing contract. Such documentation shall not be based on standardized tests or on other such accountability measures which do not take into account the teaching conditions, the background, and the ability level of the students.

No teacher shall be criticized or otherwise threatened in the evaluation procedure on the basis of that teacher's expression of dissent in regard to the evaluator's academic, administrative or professional decisions, provided the teacher's dissent has been expressed in an ethical and professional manner. Likewise, an evaluator shall have the right to express dissent regarding the teacher's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

Teachers are expected to comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

Due Process

Any violation of either procedural¹ or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

Entry Year Program

Entry Year (new teacher) program will be established through a consortium organized and operated through the Putnam County E.S.C.

C. PERSONNEL RECORDS

Official personnel files of all staff members shall be maintained only in the office of the Superintendent. Other personnel files may be maintained by the building principals. All such personnel shall be considered strictly confidential and not open or subject to public scrutiny or inspection, except for that information which is "directory information."

Upon reasonable advance request, individual staff members shall have access to all personnel files maintained in their name or with any information relevant to their conduct, performance, personality or character. Any staff member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.

In addition to the individual staff employee, the Superintendent, authorized confidential employee, and building principals directly related to supervision of that staff member shall be the only persons authorized to have access such personnel files.

All materials placed in the personnel file of the staff member shall include the following:

1. Date the item was placed in the file, where there is no date on the document;

¹ The failure of the administration to follow/comply with the precise timelines for the evaluation procedures herein by or for reasons of, including but not necessarily limited to, illness of the employee or evaluator; closure of the building due to calamity, emergencies real or natural, or any other cause construed as a de minimis violation of the time requirements herein, shall not be considered a procedural violation of the due process provisions herein.

2. Initials of the administrator placing the entry;
3. Initials or signature of the affected staff member in whose file the material is being placed as well as the date of such signature.

A staff member shall be notified of the intent of the administration to place in his/her file (including personnel files maintained by any building principal or at any location outside of the Superintendent's office) any material which may be considered critical or complimentary of the conduct, performance, character or personality of the staff member. Prior to placing an evaluation, complimentary or derogatory material in a staff members file, said staff member shall be provided the opportunity to read and initial the material. The staff member shall acknowledge that he/she has read the material by affixing his/her signature and date of signing to the copy to be filed. Upon refusal of the affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material to be filed. The initials or signature of a staff member shall not constitute agreement with the contents of the file material but indicates only that the material has been inspected by the staff member.

The staff member will be provided, without cost, a true copy of any material placed in his/her file when such material is placed in his/her file including any personnel files maintained by the building principal or at any location outside the Superintendent office and shall have the right to obtain a photostatic copy of any item in his/her file upon payment of the cost of photocopying such material.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information. If any materials or information contained in the personnel information system are inaccurate, irrelevant, untimely, or incomplete, they shall be removed from the system.

Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated and attached to the material in question by the receiving administrator.

Staff members shall be informed of any complaint by a parent and or student which is directed toward them if such will become a matter of record. The provisions applicable to personnel records shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the Superintendent.

Staff members may submit letters of merit which shall be placed in their file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a staff member pursuant to ORC 1347.

D. VACANCIES AND TRANSFERS

VACANCY POSTING

Definition: A vacancy shall be defined as a newly created position or a present position that is not filled.

VACANCIES

It shall be the obligation of the individual staff member to make known to the building principal or superintendent, by completing, in writing on the form provided, their desire for reassignment should vacancies occur.

Vacancies will be posted on the faculty bulletin boards.

Any staff member shall, upon request, be mailed a copy of the list of vacancies and/or newly created positions during the summer when school is not in session. Any staff members who are interested in the vacancy or position should notify the principal or superintendent within three (3) days of receiving the mailed list of openings if they wish to be considered for the opening.

Vacancies that occur during the school year will be filled on a temporary basis and shall be posted as vacant at the end of the school year.

The person most qualified for the position as determined by the Superintendent whether or not employed by the school district will be assigned to the position.

Staff members not selected will be notified by the principal or Superintendent of the selection.

VOLUNTARY TRANSFERS:

Voluntary transfer shall be defined as any transfer where affected staff has made application for such transfer or where such affected staff has agreed to such transfer.

Staff may, at any time, request a transfer to another position for which they are qualified by submitting a request. All such requests shall expire annually on September 30th each year. All such requests shall be considered as applications for any vacancies for which the affected applicant is qualified.

INVOLUNTARY TRANSFERS:

Involuntary transfers shall be defined as any transfer that is not voluntary.

The parties agree that involuntary transfers of bargaining unit members are affected only when there are no qualified voluntary applicants only for reasonable and just cause, shall not be initiated for disciplinary reasons, and shall be in inverse order of seniority except in such cases where the superintendent can justify a non-seniority transfer for clear or just cause reasons.

E. REDUCTION IN FORCE

1. To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed for performance reasons.

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons, and when by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with Ohio Revised Code, Section 3319.17.

2. If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:
 - a. Suspension and/or renewal suspension contracts shall occur to non-tenured teachers first and shall be on a first employed-first to be suspended by teaching field basis.
 - b. If the suspension of contract is necessary for any tenured teacher, this shall be on a last employed-first to be suspended by teaching field basis.
 - c. Displacement rights shall be exercised by all teachers within their respective contract status (continuing contract - tenured or limited

contract) with no non-tenured teacher exercising displacement over tenured teachers. Displacement shall be limited to areas of the teacher's certification.

- d. If a teacher has been required to obtain a temporary certificate to meet the requirements of the current teaching assignment and also holds provisional or higher certification in other teaching fields, that teacher shall be placed with the appropriate contract status group and according to seniority and provisional or higher certification areas shall have displacement rights.

3. **NOTIFICATION OF ANTICIPATED REDUCTION IN FORCE**

If the employer determines a RIF may occur, the Employer shall make every reasonable attempt to notify the Association in writing, not less than six (6) months on or before April 15 of the prior school year in which the date the RIF is to be implemented but in any event will notify the Association as soon as possible when a RIF is necessary. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of intended Employer action to implement the RIF and the effective date of the RIF.

The Employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification, license, or entry-level requirement as set forth.

Within ten (10) days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF. If the Association believes that the reason(s) for or implementation of the proposed RIF are contrary to the terms of this Agreement, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Rules for Expedited Arbitration of the American Arbitration Association.

4. Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being on lay off awaiting recall and not as being terminated with the system.

Staff member(s) on lay off are to be recalled in the order of the seniority and tenure status when vacancies become available to which they are qualified or become qualified.

- a. First recall shall be of tenured teachers in order of seniority with the teacher's preferred area of certification first, then by other areas of certification.
- b. If vacancies cannot be filled by tenured teachers, then non-tenured teachers by seniority shall be eligible first in preferred area of certification, then by other areas of certification.
- c. The recall list for those staff on limited contracts shall be maintained for a period of three years. Thereafter, a limited contract employee on layoff shall lose his/her right to recall.

While a lay off continues, no substitute staff member(s) or any other person new to the system will be hired except where:

- a. There are no staff member(s) on lay off qualified to fill a vacant position or who become qualified by retaining, or
- b. All qualified staff member(s) on lay off decline the offer to fill the vacancy.

Staff members who wish appropriate notification or recall shall keep their current address on file with the Treasurer of the Board. Staff members on lay off to be recalled and the Association shall receive written notice at least twenty (20) days prior to the deadline for responding to a recall notice. Staff member(s) on suspended limited contract lay off shall continue to accrue seniority for a period of three years or until their suspended contract expires whichever is greater.

Suspended or renewed-suspended limited contracts shall not be deemed terminated for purposes of this section, (a) until a period of three years, (b) the staff member refused employment for which they are currently qualified.

If a teacher on a suspended limited contract fails to accept full-time, active employment status within fifteen (15) calendar days from the date said notification was delivered, said teacher shall be considered to have declined said offer, shall forfeit any right to recall, and shall be removed from the recall list.

The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and consultation with the Association.

5. TRANSFERS DUE TO REDUCTION IN FORCE

- a. When personnel must be transferred as a result of reduction in enrollment at the particular grade level or class, or assignment, the Superintendent shall notify all staff of the necessary reductions by position/assignment, grade level and building.
- b. Every attempt will be made to encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the staff members of the department(s) or grade level(s) affected by the enrollment shall be transferred on the basis of the number of years of service in the school system. The staff member with the shortest service in the school system shall be transferred first.
- c. Except in unusual and/or emergency circumstances, the staff member to be transferred involuntarily shall be informed in a conference with the principal on or before May 15th of each year.
- d. The teacher(s) to be transferred may schedule a conference concerning the transfer with the Superintendent at any time.
- e. Any staff member subject to involuntary transfer due to a reduction in force who does not wish to be transferred, will have the option of being placed on the recall list or being transferred. When during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

F. SEQUENCE OF TEACHING CONTRACT (LIMITED)

- 1. Upon initial employment of a teacher, the contract of employment shall be for a term of one (1) year; if re-employed at the conclusion of each contract, the duration of the successor contract shall be as follows:
 - a. Second contract 1 year
 - b. Third contract 2 years
 - c. Fourth contract 3 years
- 2. Upon recommendation of the Superintendent, the Board may grant a contract of lesser duration than the sequence described above on the following conditions:
 - a. The Superintendent shall notify the teacher, in writing, during the first full week of April of his/her intent to recommend such contract, with reasons directed at the professional improvement of the teacher.

- b. Any teacher so notified shall be entitled to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. The conference shall be held within ten (10) school days of the request for same.
 - c. The Board shall so notify such teacher on or before the 30th of April of its action upon the Superintendent's recommendation.
3. Continuing contracts shall be issued as provided by law.
- a. Professional staff members new to the system with previous teaching experience outside the district may be offered the initial contract of up to two (2) years duration at the discretion of the Superintendent. Subsequent contracts to such staff members shall follow the contract sequence notice in Section 1 above.

G. REHIRING RETIRED TEACHERS

Retired teachers formerly employed by the Board whom the Board wishes to rehire may be given credit for a minimum of five (5) years and up to a maximum of ten (10) years of service for proper placement on the salary schedule. All rehired retired teachers are not entitled to any Board provided severance pay.

ARTICLE VI - LEAVES OF ABSENCE

SICK LEAVE

1. Professional staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to two hundred twenty-five (225) days except that all staff with the maximum accrued sick leave that use less than fifteen (15) days of sick leave per year will continue to be credited with the maximum sick leave regardless of when during the school year such sick leave had been used.

Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.

2. Pursuant to 3319.141 and 3319.08 of the Ohio Revised Code, each newly hired certified staff member of the Board who has no accumulated sick leave, or any certified staff member who has exhausted their sick leave, will be given an accumulation of sick leave, as prescribed and as limited by 3319.08 of the Ohio

Revised Code. Pursuant to 3319.141 of the Ohio Revised Code, each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.

3. For purposes of administering regulations relative to sick leave accumulation, sick leave shall be credited, if necessary, fractionally on a monthly basis by pay periods in proportion to the time paid.
4. Pursuant to 3319.141 of the Ohio Revised Code, any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
5. Pursuant to 3319.141 of the Ohio Revised Code, a professional staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit up to two hundred twenty-five (225) days for sick leave accumulated both in the prior employ of the Board and while in the employment of other agencies of the State of Ohio as shown in the records of the last employing agency.
6. Pursuant to 3319.141 of the Ohio Revised Code, any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit up to two hundred twenty-five (225) days for the sick leave accumulated in this previous employment as shown in the records of the last employing organization.
7. Professional staff members absent for purposes of sick leave when school is canceled or otherwise not in session, will not be charged with sick leave.
8. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

a. Injury and/or Illness In the Immediate Family:

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother, and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.

b. Death in family:

In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.

9. Pursuant to 3319.141 of the Ohio Revised Code, each professional staff member will furnish a written signed statement on forms provided by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date when the doctor was consulted. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.
10. Any member of the staff who has used no sick leave during a semester will be paid a bonus of \$50. Such bonuses will be paid to eligible individuals as soon as reasonably possible following the close of each semester.
11. For purposes of the Family Medical Leave Act, eligibility for the use of up to twelve weeks of unpaid leave shall begin and run concurrently with the use of sick leave.

PERSONAL LEAVE

Each certificated staff member shall be authorized up to three (3) days annually without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the Superintendent seventy-two (72) hours in advance unless circumstances make it impossible to comply therewith; in such event, the employee shall notify the Superintendent at the earliest possible time. These days of absence shall not be deducted from sick leave nor any other leave.

Except in cases of emergency, personal leave will not be granted for:

- A. Teacher Orientation Day
- B. First day of school
- C. Last day of school
- D. Teacher records day
- E. The day before or after the following holidays:
 1. Labor Day
 2. Thanksgiving
 3. Christmas
 4. New Year's Day
 5. Martin Luther King Jr. Day
 6. Presidents' Day

7. Easter
8. Memorial Day

For example, if the holiday begins on a Friday and ends on the following Monday, the day before Friday and the day after Monday will not be approved for personal leave.

All other days shall be unrestricted, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business.

Each staff member will be paid at the end of the school year for each unused day of personal leave. The rate of such pay shall equal seventy-five dollars (\$75.00) for each such eligible day.

PROFESSIONAL LEAVE

Requests for professional leave other than that which is requested by the administration or Board shall be submitted in writing and shall specify the purpose, duration and, whenever possible, the anticipated cost of such leave. Unless knowledge of the meeting comes after the deadline, such requests will be submitted to the Superintendent at least five (5) weeks prior to the Board meeting in order to provide sufficient time for consideration by the Superintendent and Board of Education. Faculty members must be present at the Board meeting in order to answer Board concerns about their professional leave before approval is given.

Faculty members granted professional leave will include travel within a three hundred (300) mile radius of the school district to engage/participate in any of the following:

1. attendance of professional conferences;
2. visitation of other school districts;
3. participate in a professional seminar;
4. participate in an educational leadership role;
5. attendance at meetings or functions at the request of the Board or Administration;
6. or upon approval of the Board of Education for any other activity that will promote professional growth of the requesting staff member or the school system.

Participation/attendance at any other professional activity or in any of the above listed activities where travel will exceed a three hundred (300) mile radius will require the approval of the Board of Education and/or Superintendent.

For all professional leave requested by the Administration or Board, the full cost of all incurred expenses will be reimbursed by the Board.

For all approved faculty requested professional leaves, the Board of Education will pay registration fees, the actual and necessary cost of meals, and the lesser of mileage for all actual and necessary mileage and/or the cost of any other form of transportation as set forth below:

As supported by receipts, approved reimbursement (exclusive of substitute salaries) will be paid for the necessary and reasonable expenses of:

- a. Reimbursement for lodging will be at 100% of cost.
- b. Transportation equivalent to the use of a privately owned automobile on a cents per mile basis of 30 cents per mile.
- c. Except where meals are a part of conference registration, meals up to \$30.00/day.
- d. Taxi service will not be a reimbursed expense – bus transportation will be reimbursed.

Should staff requested professional leave be disapproved solely for cost reasons, the faculty member requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any. Such leave shall be limited to three (3) days unless approved by the Board of Education.

Professional leave shall not be deducted from personal leave, sick leave or any leave other than professional leave.

MATERNITY LEAVE

A teacher may request in writing a leave of absence as a result of pregnancy or adoption of a child under the age of two (2) years. Leaves of absence herein provided are without pay and are not to exceed two (2) consecutive years unless renewed by the Board in which case said renewal will not exceed an additional two (2) years in keeping with the Ohio Revised Code, Section 3319.13.

ARTICLE VII - SALARY AND FRINGE BENEFITS

A. SALARY PLACEMENT & PAYROLL PRACTICES

The salary of each bargaining unit member covered by this agreement will be adjusted to reflect the rates set forth in the basic salary schedule and/or supplemental salary schedule where applicable.

Bargaining unit members on extended service contract shall be paid their per diem rate for each day of such service.

Teachers not formerly employed by the Board can be given credit for up to ten (10) years of service outside the district, whether private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed ten (10) years of service for proper placement on the salary schedule.

One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching experience during a given school year. A year of military service shall be defined as twelve (12) months or major fraction thereof.

In order to insure proper placement on the salary schedule, each newly employed teacher or any teacher with an advancement in professional training shall furnish an official transcript of credits, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214 to the Board Treasurer.

B. ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. Affected staff shall have submitted notice of intent to advance to a higher degree training by completing such notice attached as Appendix #1.
2. The affected staff member shall provide evidence of completed additional graduate hours from an accredited college or university.
3. Said hours must be verified by official transcript or letter¹ from the college or university where the course work was completed. The salary adjustment will be made no later than September 30th and retroactive to the beginning of the current school year following receipt of the transcript and/or letter of verification to the Superintendent. Request and verification for advancement to a higher training level submitted after September 30 will be adjusted not later than thirty (30) days following receipt of transcripts or letter of verification after the end of the 1st semester and retroactive to the beginning of the second semester. For purposes of conversion of quarter hours to semester hours, the multiplier of .67 will be used.
4. For purposes of qualifying for the MA +15, the following criteria will apply:

¹ Such letter will serve as temporary verification until an official transcript is received.

Graduate semesters taken after the receipt of the MA degree will qualify toward advanced placement.

All such college work must have been taken as part of a program leading to additional certification or maintenance of existing certification, and/or where such course work has enhanced the skills or training necessary for performance of the affected members' assignment or other course work approved by the Superintendent.

C. PAY PERIODS

Except as noted below, the contract year will be divided into twenty-six (26) equal pay periods. Pay days shall be alternate Fridays throughout the school year beginning no later than the second Friday of the regular teaching school year.

All staff will receive payment of salary through direct deposit. Pay stubs will be mailed to staff throughout the summer recess period.

D. DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence.
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement, dues, and contributions.
4. Annuities
5. U.S. Savings Bonds
6. Political Contributions
7. Credit Union/Bank Savings Account
8. Association Dues and Assessments or Fair Share Fee as per Article II herein.
9. Other deductions as may be required by law or may be agreed to by the Treasurer of the Board.

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations must be submitted no later than October 1st of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least \$1.00.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next quarter following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during each quarter of the year.

E. BASE SALARY

Base salary shall be defined as the regular salary paid to a full-time staff member with a bachelors degree and no experience.

F. DAILY OR PER DIEM RATE DEFINED

1. The daily or per diem rate shall be calculated by dividing the salary, as listed on the salary schedule in this Agreement, corresponding to the affected staff members training and experience by the number of work days in the adopted school calendar for regular full-time staff (excluding extended service).
2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days worked times the daily rate.

G. SALARY OF PART-TIME STAFF

Staff employed in part-time positions will be paid as follows:

Full day, partial week:

Schedule staff employed on schedule of full days for less than a full school week will be paid on a per diem basis for each day they are scheduled to work.

Partial day schedule:

Staff employed on a partial day schedule will be paid using one of the following methods of computation:

- a. Part-time high school, junior high staff who do not receive a full planning period shall be paid on the basis of the number of teaching/work assignment periods, excluding planning period(s), of a regular full-time staff member assigned to the same or similar position(s).
- b. Part-time high school and junior high staff who receive a full planning period shall be paid on the basis of the total number of teaching/work assignment periods and the planning period as a fraction of the total teaching/work assignment periods including the planning period of a regular full-time staff member assigned to the same or similar position.

- c. Where the staff member is employed and assigned to a part-time position where the school day is not subdivided into periods; the salary will be computed on the basis of the staff member assigned pupil contact time as a fraction of the total pupil contact time required of a full-time staff member assigned to the same or similar position.

Part-time staff shall be entitled to Board paid fringe benefits prorated to that of full time staff.

H. WAIVER OF SALARY NOTIFICATION

The parties hereby agree that the Board shall not be required to provide annual salary notices pursuant to ORC 3319.12 while negotiations over salaries/wages affecting such notices are underway. However, such salary notices will be sent to all members of the bargaining unit upon conclusion and ratification by the parties of such new salary/wage schedules.

I. STRS PICK-UP

Employee contributions to the State Teachers Retirement System will be picked-up by the Board upon behalf of each employee in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the employee's contribution towards STRS. The employee's annual compensation shall be reduced by an amount equal to that picked-up and paid by the Board as set forth in this division.

J. ADVISOR'S TRAVEL EXPENSES

The School Board shall pay registration, actual and necessary lodging, meals, and mileage @ 42¢ a mile (when advisor uses own car and a school bus has not been provided) for advisors attending with participating students those education activities - district, regional, and state locally approved.

K. SEVERANCE PAY

An employee with a minimum of ten years of full-time service in the district, who elects to retire, shall be paid 25% of his accumulated sick leave at his per diem rate. Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached in the forms section of this agreement. In the absence of a beneficiary designation, severance is to be paid to the estate of the deceased per 2113.04 O.R.C.

L. GROUP INSURANCE

For those staff that elect any of the insurance coverage provided herein, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (unpaid) including but not necessarily limited to maternity leave, unpaid sick or disability leave, sabbatical leave, etc. and employees that retire prior to Medicare age qualification may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

The Board will provide the insurance benefits as summarized in Appendix A and as further detailed in the 2006 Medical Mutual certification booklet for the Putnam County Insurance Schools Group. The Board shall pay the following percentages of the monthly medical premium for those employees enrolled in the PPO plan: for 2012-13 = 95%; for 2013-14 = 92%; and for 2014-15 = 90%.

- d. The Board shall implement a full scale/spectrum 125 plan with a mutually agreed upon company.

1. TAX SHELTERED ANNUITY

Any member of the bargaining unit who is enrolled in the single plan for Hospital Surgical/Major Medical Insurance as provided herein, or who elects not to enroll, shall be eligible for a Board paid tax sheltered annuity as follows:

- A. The Board will initiate these provisions in the 1993-94 school year if notification is given by two bargaining unit members not from the same family and currently enrolled in the family plan².
- B. The Board will contribute 25% of the difference between the total annual family premium and total annual single premium or any combination of single hospital, surgical only, family major medical only, towards a tax sheltered annuity for those enrolled on the single plan Hospital Surgical/Major Medical Insurance Plan.
- C. The Board shall contribute 25% of the total annual family premium toward a tax sheltered annuity for bargaining unit members who have elected not to enroll in any of the Hospital Surgical and Major Medical Insurance benefits as provided herein.

² Or the equivalent of two enrollees on the family plan, i.e., 1 family plan and 2 changes from family to single; 4 single plan enrollees drop the plan.

Within ten (10) days of initial employment or September 30th, whichever is later, the employee eligible for a tax sheltered annuity shall indicate to the Board Treasurer the company from which the annuity shall be purchased.

Such annuity payments shall cease when the employee elects to enroll in the family hospital, surgical, major medical. When the employee elects to enroll on the single hospital, surgical, major medical, such annuity shall be reduced to the single annuity plan as provided above.

Such Board contributions shall be made monthly towards a tax sheltered annuity of the employee's selection.

Should the staff member elect to cease participation in the annuity plan, it will be his/her responsibility to notify the Treasurer, in writing, at least thirty (30) days prior to the desired termination of payment.

2. DENTAL INSURANCE

The Board shall purchase employee and family dental insurance protection.

A. Carryover Provisions

Any amounts for expenses incurred in October, November or December of a year which are applied toward a deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year.

B. Family Security

Dental insurance in force for dependents on the date of the employee's death will remain in force without payment of premium until the earliest of the following dates:

1. Remarriage of the surviving spouse, in which case the coverage for all dependents terminates.
2. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support of the employee.
3. Two years from the date of the employee's death.

The coverage which is continued in force for dependent children because of the employee's death will not be affected if the surviving spouse dies during the two-year (maximum) continuation of coverage.

3. OPTICAL INSURANCE

The Board shall purchase from Vision Service Plan or other carrier licensed by the State of Ohio, optical insurance for each certificated employee now or hereafter employed and his/her family which meets or exceeds the specifications below. The full cost of such insurance and any increases thereof shall be paid by the Board.

Such plan shall provide:

1. Vision Examination: Each covered person and their dependents shall be entitled to an examination every twenty-four (24) months. This consists of a complete analysis of the eyes and related structures to determine the presence of vision problems or other abnormalities, including the prescription of glasses where indicated.
2. Lenses and Frames:
 - a. Lenses: The Vision Service Plan Panel Doctor will order the proper lenses (only if needed), and verify the accuracy of the finished lenses. Lenses may be ordered every twelve (12) months.
 - b. Frames: The plan shall offer a wide selection of frames, however, if one selects a frame which costs more than the amount allowed by the plan (or a large frame that requires oversize lenses) there will be an additional charge. Frames may be ordered every twenty-four (24) months.
 - c. Contact Lenses: Contact lenses are furnished under the plan when the Vision Service Plan Panel Doctor secures prior approval for the following conditions:
 - i. Following cataract surgery,
 - ii. To correct extreme visual acuity problems that cannot be corrected with spectacle lenses.
 - iii. Anisometropia,
 - iv. Keratoconus.

When Vision Service Plan Panel Doctors receive approval for such cases, they are fully covered by Vision Service Plan. When patients choose contact lenses for other reasons, Vision Service Plan will make an allowance of \$70 toward their cost in lieu of all benefits for that year.

4. LIFE INSURANCE

For those employees that elect to participate in this plan, the Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the school system in a dollar amount of \$10,000. Such insurance shall include provisions for double indemnity in the case of accidental death, disability coverage benefit, and conversion privilege, as well as guaranteed insurability, continuance of insurance with waiver of premium during total disability. However, once employment ceases, the cost of premium must be paid by the effected individual.

The plan shall permit individual members of the bargaining unit to purchase additional amounts of coverage through deduction provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

M. EARLY RETIREMENT INCENTIVE

Beginning with the 1990-91 school year, the Board will implement an early retirement incentive plan for all bargaining unit members who meet the eligibility requirements thereof.

Eligible staff shall be those who:

1. have attained age 50.
2. qualify for retirement with the addition of the years purchasable under the plan.
3. agree to retire within ninety (90) days of notification that service credit has been purchased by the Board.
4. actually retire within the ninety (90) days.

The Board agrees to purchase, for each eligible teacher, one year of service credit for each five years of total service credit to a maximum of one (1) year of such credit.

This plan will continue in effect for the duration of this Agreement. However, this plan will no longer be in effect after June 30, 2034.

Teachers who become eligible during the period of time the plan is in effect may apply for retirement under the plan.

N. PERIOD SUBSTITUTION

Staff members volunteering for or assigned to substitute duty during their planning/conference period will be reimbursed at the rate of \$2.50 for each 1/2 hour or half period or \$5.00 for each hour or full period of such duty.

Individual hours of such duty will be submitted to the principal's office where a record of all such hours of duty for the semester will be maintained. Payment for period substitution will be made at the end of each semester.

O. PLAYGROUND/CAFETERIA DUTY

Staff who elect or are assigned to playground/cafeteria or hall duty will be paid at the rate of \$2.50 per each half-hour of such duty.

Individual hours of such duty will be turned in to the principal's office where a record of all such hours of service for the year will be maintained. Reimbursement for such service will be paid in one lump sum at the end of each semester.

In the absence of volunteers for such positions, the principal may assign staff pursuant to his schedule. Staff so assigned will be paid on the same basis as outlined above.

P. CREDIT REIMBURSEMENT

Any teaching member of the bargaining unit who earns semester hours or quarter hours of credit in an accredited college or university between September 1 and August 31 shall receive, in addition to the regular salary, the actual cost per credit hour up to \$150.00 a semester hour and \$100.00 a quarter hour following successful completion of eligible course work and submission of a transcript or record and receipt for payment of same. Total fund for such reimbursement shall not exceed \$8,500.00. However, any unused balance of a fund shall be permitted to accumulate in an amount not to exceed \$10,000 to help provide for cyclical utilization of the fund.

Eligible course work shall be that required to maintain or upgrade current certification or that course work applicable to any classroom teaching field. (When reimbursement will be sought, all eligible course work must be approved by the Superintendent in advance of the completion of such work.)

Reimbursements will be made on a first come first served basis until the fund is exhausted. Those credit hours not reimbursed because of the exhaustion of the funds will be the first paid in the succeeding years fund that no request for new credit hour reimbursement shall be accepted for the succeeding year. Reimbursement will

only be made for coursework attaining a C+ or higher or a passing grade in a pass/fail course.

Payment shall be made only one time for such earned credit.

Professional growth reimbursement is renewable each year only if additional credit hours are received. Only those teachers who have taught in the Miller City – New Cleveland School System for three full years, or those teachers requested to take eligible college work by the Board of Education, shall be eligible to participate in the professional growth reimbursement program.

Staff members accepting credit reimbursement must remain on the staff for at least one year after reimbursement or repay any reimbursement tuition for the prior year.

ARTICLE VIII - WORKING CONDITIONS

A. WORK YEAR

The length of the school year shall be 182 days for regular teaching staff and staff not on extended service contracts.

B. WORK WEEK

The normal work week for all bargaining unit members shall be Monday through Friday.

C. WORK DAY

Except as noted below, the normal length of the school day for full-time staff shall be 7 hours. Said work day shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period.

Faculty Meetings

Staff may be required to report early or to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other professional meetings of not more than sixty (60) minutes per meeting. All after school meetings shall begin no later than fifteen (15) minutes after student dismissal time.

When extenuating or special circumstances arise, a special meeting may be called. The principals will notify staff at least one week in advance of a faculty meeting unless the nature of the meeting precludes an otherwise timely

notification. In such cases the principal will give as much advance notification as is possible.

Early Dismissal-Teacher In-Service

Released time will be allotted in the case of in-service meetings. All bargaining unit staff shall attend these meetings.

Parent-Teacher Conferences

All hours for parent-teacher conferences will be uniformly scheduled for all affected staff members in each building. Student instruction shall not be required on days when conferences are scheduled throughout the regular student day.

The parent teacher conference schedule for any individual staff in general and/or teacher shall be limited to no more than eight (8) hours.

Evening hours for parent-teacher conferences may be scheduled. However, where parent-teacher conferences begin during the course of the regular school day and extend into the evening, bargaining unit staff shall be compensated with an equivalent amount of time off for time spent beyond the school day.

Faculty shall not be required to schedule conferences that begin after 8:45 p.m. All conference schedules shall provide for at least one half-hour of duty free time period for lunch if conferences are scheduled to begin prior to 12:00 noon and the same for supper if conferences extend beyond 6:00 p.m.

Other work hours/meetings

Except as noted above, bargaining unit members shall not be required to attend or otherwise participate in meetings, curriculum development, text book selection, college course work, in-service programs and/or workshops except where time for such activities is provided during the context of the regular student day or supplemental compensation is provided.

Calamity Days

Nothing in this Agreement shall require the Board to keep offices and buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of salary.

D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Prior to September 1 of each school year, the Association and Board shall establish a Local Professional Development Committee (LPDC) pursuant to applicable state law (SB230). The committee shall be comprised of three (3) bargaining unit members selected by the Association and two (2) administrative personnel selected by the Board. When reviewing or approving an administrative license, one (1) bargaining unit member shall be removed from the committee and an additional appointee of the Board shall be placed on the committee.

The LPDC shall be responsible for monitoring professional staff development including licensure and in-service training programs.

A Chairperson shall be elected by majority vote of the LPDC. A Secretary shall be elected by a majority vote of the LPDC and shall be responsible for committee minutes and will assure the secure storage of the confidential materials used by the LPDC.

Decisions shall be made by a majority vote of the LPDC members present and voting. Three (3) members present shall constitute a quorum of which two (2) shall be bargaining unit members.

Appeals of LPDC decisions shall be made to the LPDC within thirty (30) calendar days of the LPDC decision. A second appeal may be made to the County Superintendent within thirty (30) days of the LPDC appeal hearing.

Each committee member shall be paid twenty dollars (\$20.00) per hour up to a maximum of 25 hours for work performed outside the regular work day with approval of the Superintendent.

Training for the LPDC committee members shall be at the discretion of the Superintendent.

E. SCHOOL CALENDAR

The Superintendent will meet with representatives of the Association for the purpose of exchanging ideas and expressing the concerns of each party with respect to the school calendar for the coming school year. The parties will develop at least two acceptable calendars to be submitted to the Board.

F. IN-SERVICE

Local in-service training shall be jointly planned by the Association and Administration.

G. SUPPLIES

Each building will be given a budget. The principals of each school shall meet with his/her staff to inform them of the amount of budget allocated to each school at least one month prior to deadline for submission of purchase orders.

The principal shall discuss with his/her staff the amounts available for purchase ordering and the procedure for ordering. Staff shall be permitted to prioritize their purchase requests for purchased supplies, materials or teaching aides and be assured of receipt of same providing such orders are within the budget established for the affected staff member.

A copy of all staff submitted purchase orders shall be returned to the staff with a clean indication as to the approval or disapproval in whole or part of the items (materials/equipment ordered). No substitutions of such staff orders may be made without the express knowledge and concurrence of the affected staff member.

Each spring prior to April 1, staff will prepare a list of miscellaneous and incidental supplies for use in individual classrooms. Each principal will consolidate such lists for the purposes of ordering such supplies.

H. CURRENT IMMEDIATE ADDITIONAL EQUIPMENT NEEDS (CONCERNS)

If funding is available, equipment will be purchased in manner of priority established by the administration, Association and Board of Education. If funding is not available, the Board encourages the various activity clubs to raise needed capital in order to purchase said equipment

ARTICLE IX - OTHER PROVISIONS

A. SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A).

If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be null and void.

All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal

or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

Upon request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, or court ruling as noted above, affecting this agreement or parts thereof, the parties to the agreement shall meet within ten (10) school days to negotiate substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto. For such cases, all other provisions of this Agreement shall remain in effect for the duration of the contract.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within ten (10) school days upon request of either party. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto.

B. AMENDMENT

This agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this agreement except that the Association may, by request, open negotiations whenever there has been a change that affects wages, hours, or terms and conditions of employment. All requests for amendment and subsequent negotiations following mutual agreement to amend this agreement shall be conducted in accordance with the terms of this agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

C. INTERIM BARGAINING

With regard to affect changes in the wages, hours, terms and conditions of employment which are not currently a subject of this agreement or changes that have an effect on the wages, hours, terms or conditions of employment for

members of the bargaining unit, it shall be the obligation of the Association to request interim bargaining over such mandatory subjects. The failure of the Association to demand interim bargaining over each such subject shall not be construed as a waiver of the Association's right to demand bargaining in the future over such subsequent subjects as they arise nor shall such failure be construed as a waiver of the Board's obligation to bargain over such mandatory subjects. Such interim bargaining shall only be precipitated by a majority vote of the Association. In the event of an impasse in such interim bargaining, the parties agree that the impasse will be resolved by the Board of Education's election of either (a) no implementation of the proposed change(s) which precipitated the interim bargaining, or (b) the issue(s) which remain unresolved will be submitted to binding last best offer interest arbitration.

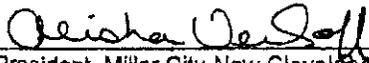
D. BOARD POLICIES/ADMINISTRATIVE REGULATIONS

The Association will be furnished with a copy of any changes made in Board policy, District school regulations and Administrative regulations affecting teachers.

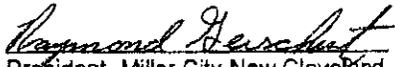
E. DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2012 and, except as may be amended or modified or reopened pursuant to the provisions herein, shall remain in full force and effect through June 30, 2015.

Nothing in this Agreement shall prohibit the parties, by written mutual agreement between them, to enter into negotiations at an earlier date than indicated in the negotiations procedure herein.



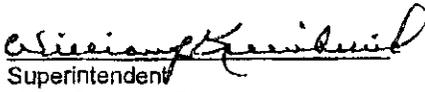
President, Miller City-New Cleveland
Local Teachers Association



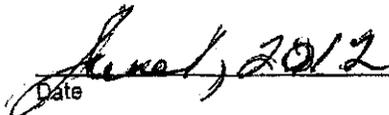
President, Miller City-New Cleveland
Local Board of Education



Negotiations Chairperson,
Miller City-New Cleveland
Local Teachers Association
Education Association



Superintendent
Miller City-New Cleveland
Local School District



Date

Miller City - New Cleveland Local Schools
2012-13

0.50%

Yrs Exp.	BA/BS 0.0400	150 Hours 0.0450	MA 0.0500	MA + 15 0.0550
0	29,867.07 1.0000	31,002.02 1.038	32,704.44 1.0950	33,839.39 1.1330
1	31,061.75 1.0400	32,346.04 1.0830	34,197.80 1.1450	35,482.08 1.1880
2	32,256.44 1.0800	33,690.05 1.1280	35,691.15 1.1950	37,124.77 1.2430
3	33,451.12 1.1200	35,034.07 1.1730	37,184.50 1.2450	38,767.46 1.2980
4	34,645.80 1.1600	36,378.09 1.2180	38,677.86 1.2950	40,410.15 1.3530
5	35,840.48 1.2000	37,722.11 1.2630	40,171.21 1.3450	42,052.83 1.4080
6	37,035.17 1.2400	39,066.13 1.3080	41,664.56 1.3950	43,695.52 1.4630
7	38,229.85 1.2800	40,410.15 1.3530	43,157.92 1.4450	45,338.21 1.5180
8	39,424.53 1.3200	41,754.16 1.3980	44,651.27 1.4950	46,980.90 1.5730
9	40,619.22 1.3600	43,098.18 1.4430	46,144.62 1.5450	48,623.59 1.6280
10	41,813.90 1.4000	44,442.20 1.4880	47,637.98 1.5950	50,266.28 1.6830
11	43,008.58 1.4400	45,786.22 1.5330	49,131.33 1.6450	51,908.97 1.7380
12	44,203.26 1.4800	47,130.24 1.5780	50,624.68 1.6950	53,551.66 1.7930
13	45,397.95 1.5200	48,474.25 1.6230	52,118.04 1.7450	55,194.35 1.8480
15	46,951.03 1.5720	50,176.68 1.6800	53,969.80 1.8070	57,195.44 1.9150
20	48,504.12 1.6240	51,879.10 1.7370	55,821.55 1.8690	59,196.53 1.9820

Miller City - New Cleveland Local Schools

0.50% 2013-14

Yrs Exp.	BA/BS 0.0400	150 Hours 0.0450	MA 0.0500	MA + 15 0.0550
0	30,016.41	31,157.03	32,867.97	34,008.59
	1.0000	1.038	1.0950	1.1330
1	31,217.07	32,507.77	34,368.79	35,659.50
	1.0400	1.0830	1.1450	1.1880
2	32,417.72	33,858.51	35,869.61	37,310.40
	1.0800	1.1280	1.1950	1.2430
3	33,618.38	35,209.25	37,370.43	38,961.30
	1.1200	1.1730	1.2450	1.2980
4	34,819.04	36,559.99	38,871.25	40,612.20
	1.1600	1.2180	1.2950	1.3530
5	36,019.69	37,910.73	40,372.07	42,263.11
	1.2000	1.2630	1.3450	1.4080
6	37,220.35	39,261.46	41,872.89	43,914.01
	1.2400	1.3080	1.3950	1.4630
7	38,421.00	40,612.20	43,373.71	45,564.91
	1.2800	1.3530	1.4450	1.5180
8	39,621.66	41,962.94	44,874.53	47,215.81
	1.3200	1.3980	1.4950	1.5730
9	40,822.32	43,313.68	46,375.35	48,866.72
	1.3600	1.4430	1.5450	1.6280
10	42,022.97	44,664.42	47,876.17	50,517.62
	1.4000	1.4880	1.5950	1.6830
11	43,223.63	46,015.16	49,376.99	52,168.52
	1.4400	1.5330	1.6450	1.7380
12	44,424.29	47,365.89	50,877.81	53,819.42
	1.4800	1.5780	1.6950	1.7930
13	45,624.94	48,716.63	52,378.64	55,470.33
	1.5200	1.6230	1.7450	1.8480
15	47,185.80	50,427.57	54,239.65	57,481.43
	1.5720	1.6800	1.8070	1.9150
20	48,746.65	52,138.50	56,100.67	59,492.52
	1.6240	1.7370	1.8690	1.9820

Miller City - New Cleveland Local Schools

0.50% 2014-15

Yrs Exp.	BA/BS 0.0400	150 Hours 0.0450	MA 0.0500	MA + 15 0.0550
0	30,166.49 1.0000	31,312.82 1.038	33,032.31 1.0950	34,178.63 1.1330
1	31,373.15 1.0400	32,670.31 1.0830	34,540.63 1.1450	35,837.79 1.1880
2	32,579.81 1.0800	34,027.80 1.1280	36,048.96 1.1950	37,496.95 1.2430
3	33,786.47 1.1200	35,385.29 1.1730	37,557.28 1.2450	39,156.10 1.2980
4	34,993.13 1.1600	36,742.78 1.2180	39,065.60 1.2950	40,815.26 1.3530
5	36,199.79 1.2000	38,100.28 1.2630	40,573.93 1.3450	42,474.42 1.4080
6	37,406.45 1.2400	39,457.77 1.3080	42,082.25 1.3950	44,133.57 1.4630
7	38,613.11 1.2800	40,815.26 1.3530	43,590.58 1.4450	45,792.73 1.5180
8	39,819.77 1.3200	42,172.75 1.3980	45,098.90 1.4950	47,451.89 1.5730
9	41,026.43 1.3600	43,530.25 1.4430	46,607.23 1.5450	49,111.05 1.6280
10	42,233.09 1.4000	44,887.74 1.4880	48,115.55 1.5950	50,770.20 1.6830
11	43,439.75 1.4400	46,245.23 1.5330	49,623.88 1.6450	52,429.36 1.7380
12	44,646.41 1.4800	47,602.72 1.5780	51,132.20 1.6950	54,088.52 1.7930
13	45,853.06 1.5200	48,960.21 1.6230	52,640.53 1.7450	55,747.67 1.8480
15	47,421.72 1.5720	50,679.70 1.6800	54,510.85 1.8070	57,768.83 1.9150
20	48,990.38 1.6240	52,399.19 1.7370	56,381.17 1.8690	59,789.98 1.9820

ALLOWANCE FOR SPECIAL DUTIES

**Miller City-New Cleveland Schools
Extra Duty Salaries**

Unless otherwise noted, all supplemental salaries are computed on the bachelor's salary schedule, regardless of which training schedule the teacher is on. Experience outside the district is not transferable. Advisors and coaches start a 0 level and move to Step 20 on the yearly increment basis. Refer to Teachers' Salary Schedule for the base amount. Supplemental salaries are computed by multiplying the salary listed in the BA column of the teaching salary schedule that corresponds to the number of years of experience in the extra duty times the percentage listed for such extra duty.

If a coach or advisor changes to another position within the same sport or advisorship, such experience will be credited as follows:

	Exp.	to	Credit
Grade Level 7,8,9	1	Grade Level 7,8,9	1
Grade Level 7,8,9	1	JV or Varsity	1
JV	2	Varsity	1

When a coach moves from a position of head coach to JV or any other similar downward movement, all accumulated experience in that sport will be credited toward placement in the new position.

Coaches or advisors whose service is interrupted by leave of absence or otherwise shall, upon reinstatement, or return to such service, be credit with all past service.

ACTIVITY	%	ACTIVITY	%
Athletic Director	17%	JV Softball	6.4
Varsity Basketball	14	Varsity Girls Volleyball	9
Asst. Basketball	9	JV Girls Volleyball	6.4
Reserve Basketball	8	9 th Gr. Girls Volleyball	6
9 th Gr. Basketball	6	8 th Gr. Girls Volleyball 8.4*	5
8 th Gr. Basketball 8.4*	5	7 th Gr. Girls Volleyball	5
7 th Gr. Basketball	5	Track	7
Varsity Baseball	9	Jr. Hi. Track	5
JV Baseball	6.4	Varsity Soccer	9
Varsity Softball	9	JV Soccer	6.4

ACTIVITY	%
Golf	7
Cheerleader Advisor	5
H.S. Drama (2 plays)	5
Asst. H.S. Drama	4
Annual	6.4
Senior Class Advisor (2 people)**	4
Junior Class Advisor (2 people)***	3
Student Council	3
Pep Band	5
Newspaper	1.6
Value Added Coordinator	3.0
MS Science Fair Advisor	1.6
MS/HS Science Club Advisor (1 person)	3.0
HS Science Fair Advisor (2 people)***	3.0
HS Scholastic Team Adv. (2 people)***	3.0
HS SADD Advisor	2.0
National Honor Society Adv.	2.5
Post Prom Advisor	1.5
M.S. Scholastic Team Advisor (2 people)****	2.0
M.S. Student Council	2.0
M.S. Drama (2 plays max) (2 people)*****	2.5
M.S. SADD	2.0
Flag Advisor	2.0

Saturday School	\$15.30/hr.
Home School	\$15.30/hr.

*This percentage will be paid when one individual coaches both of the listed activities. (Example - when 1 coach coaches both 7th & 8th basketball)

**If one person is Senior Class Advisor it will be 6.4%.

***If one person is advisor it will be 4.4%

****If one person is advisor it will be 3.0%

*****If one person is advisor it will be 3.5%

EXTENDED SERVICE

Guidance	10 days before school year - 10 days after school year
Music Instructor	10 days before school year - 10 days after school year
Vocational Agriculture	40 days
Technology Coordinator	10 days before school year - 10 days after school year



Putnam County Schools
SuperMed Plus



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 24 Student Removal upon End of Calendar Year	
Pre-Existing Condition Waiting Period	No Pre-Existing Applies	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$2,000,000	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	60% after deductible
Urgent Care Office Visit ⁴	\$20 copay, then 100%	60% after deductible
Voluntary Second Surgical Opinion	80% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	80% after deductible	60% after deductible
Preventative Services		
Routine Physical Exam (Ages nine and over) ²	\$20 copay, then 100%	50% after deductible ⁴
Well Child Care Services Including Exam and Immunizations (To age nine, limited to a \$500 maximum per benefit period) ²	\$20 copay, then 100%	50% after deductible ⁴
Well Child Care Laboratory Tests (To age nine)	100%	50% after deductible ⁴
Routine Mammogram (One, limited to an \$85 maximum per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages nine and over, one each per benefit period)	100%	60% after deductible
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical Therapy - Facility and Professional (40 visits per benefit period)	\$20 copay then 100%	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	\$20 copay then 100%	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$20 copay then 100%	60% after deductible
Emergency use of an Emergency Room ³	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room	80% after deductible	60% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	80% after deductible
Home Healthcare	80% after deductible	60% after deductible (30 visits per benefit period)
Hospice	80% after deductible	80% after deductible
Organ Transplants	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health Services (20 days per benefit period)	80% after deductible	60% after deductible
Inpatient Substance Abuse Services (20 days per benefit period)	80% after deductible	60% after deductible
Outpatient Mental Health Services (30 visits per benefit period with no more than 10 visits for Non-Network)	\$20 copay the 100%	60% after deductible
Outpatient Substance Abuse Services (30 visits per benefit period with no more than 10 visits for Non-Network)	\$20 copay the 100%	60% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Not applied to Coinsurance Out-of-Pocket Maximum.



Putnam County Schools Prescription Drug Program

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 24 Student Removal upon End of Calendar Year	
Retail Program with Oral Contraceptive Coverage		
Generic Copayment	\$15	30
Brand Name Copayment	\$40	30
Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	\$15	90
Brand Name Copayment	\$40	90

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

SEVERANCE BENEFICIARY FORM

I, _____, designate the following beneficiary (ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary (ies) the following person (s):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>

(Total percentage for all beneficiary (ies) should equal 100%)

In the event one of the foregoing precede me, I hereby designate as secondary beneficiary (ies) the following person(s):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>

(Total percentage for all beneficiary (ies) should equal 100%)

I understand that it is incumbent upon me to keep the Board Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without delay or difficulty in the event of my death.

(Date)

(Date)

(Signature – Employee)

(Signature – Employee's Spouse)