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STATE EMPLOYMENT
RELATIONS BOARD
2012 OCT -4 P 14 24

AGREEMENT

12-MED-04-0425
1694-01

BETWEEN THE

**MONTGOMERY COUNTY
EDUCATIONAL SERVICE CENTER**

AND THE

**EDUCATORS OF
MONTGOMERY COUNTY**

Effective August 1, 2012 - July 31, 2014

45

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PREAMBLE

The Montgomery County Educational Service Center, hereinafter referred to as the "**Board**", and the Educators of Montgomery County, hereinafter referred to as the "**Association**", affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children of the Montgomery County Educational Service Center is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

- A. The Board, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure without interruption to the school program.

This Agreement supersedes any and all previous Agreements between the parties hereto and is a final and complete Agreement of all negotiated items that are in effect throughout the term of said Agreement. For the life of this Agreement, the Board and the Association voluntarily and unqualifiably waive the right and agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except as otherwise provided for under Section 4117 of the ORC.

ARTICLE I

RECOGNITION

The Montgomery County Educational Service Center, hereinafter "Board", hereby recognizes the Educators of Montgomery County, or "EMC", OEA/NEA, and pursuant to certification by the State Employment Relations Board thereof, for the purpose of and as defined in Chapter 4117, Ohio Revised Code, for all regular classroom teachers and all full-time educational aides, as defined in R.C. 3319.088, but excluding:

All other non-teaching employees, including, but not limited to secretarial and clerical staff; all speech therapists, occupational therapists, counselors; all Regional Center employees; all part-time employees including, but not limited to substitute teachers; all non-certificated employees; all administrative personnel including, but not limited to superintendents, assistant superintendents, directors, supervisors, coordinators, and other employees as defined in R.C. 3319.01 and 3319.02.

Educational Aides shall hereinafter be referred to as "Educational Assistants", but the change in terminology is not any indication of a change in job functions, responsibilities, or classifications; it is expressly understood and agreed that the term "Educational Assistant" shall have the same meaning as "Educational Aide" as defined in O.R.C. Section 3319.088.

ARTICLE II

MANAGEMENT RIGHTS/ASSOCIATION RIGHTS

MANAGEMENT RIGHTS/MID-TERM BARGAINING

Unless otherwise agreed to in this Master Contract, nothing herein impairs the right and responsibility of the Governing Board to:

- a. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;
- d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the employer as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the public employer as a governmental unit;
- j. Make the rules and regulations by which the students and employees shall be governed.

Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify any existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the Collective Bargaining Agreement provided that the Board engages in good faith negotiations over the effects of the implementation if requested by the Association. Mid-term negotiations shall be conducted in accordance with Article XIX of this contract.

The grievance procedure shall be the exclusive process for resolving disagreements/disputes arising under this Article with regard to the Board's compliance with the mid-term/interim bargaining procedures set forth herein.

ASSOCIATION RIGHTS

- A. The Association and its representatives shall be able to use:
 - 1. Board owned/leased buildings at reasonable hours for meetings, provided that when special custodial service is required the Association will pay the expenses.
 - 2. Board owned equipment that is normally accessible to the teacher and educational assistant. The Association will reimburse the Board for supplies used and shall assume financial responsibility for loss or damage of equipment. Approval for the use of this equipment must be obtained from the site administrator.
- B. The Association may use the internal delivery system and teachers' and/or educational assistants' mailboxes.
- C. The Board will not oppose the Association using bulletin boards in non-board owned buildings so long as the Association follows the posting regulations of the owner.
- D. The Board will provide, upon request, financial resources and expenditures of programs in which the Association has representation, unless such information is excluded from public records statutes.
- E. The Board agrees to furnish to the Association copies of the Board agenda and official minutes.
- F. Two (2) employees (one teacher and one educational assistant) who are the Association's delegates shall each be granted one (1) day of leave for purposes of attending the OEA Representative Assembly, without loss of pay or benefits. Such leave may only be taken in an increment of a whole day. As a condition of this leave, the Association President must notify the Superintendent (or designee), in writing, not less than seven (7) work days prior to intended use of the days to be taken and the names of the delegates.
- G. At the beginning of a staff meeting, a representative of the Association shall be permitted to make brief announcements regarding Association business. The total time expended shall not exceed five (5) minutes to make such announcements. As a condition for making such announcements, notification must be submitted to the supervisor (who called for the meeting) before the meeting begins.
- H. Upon written request, the Board shall, in September of each year of this Agreement, make available to the Association President the following information:
 - 1. Names and addresses of all teachers and educational assistants.
 - 2. Names and locations of all teachers and educational assistants who transferred between the last day of the preceding school year and the first day of the current school year.

- I. The Association shall have the right to participate in the initial orientation meeting for new staff and the welcome back meeting for all staff.
- J. The Association and the Board will form a joint labor management committee to build and improve communications between the parties in all matters which either party may choose to bring up for discussion. Each party shall select not more than three (3) representatives to serve on the committee. The first meeting of the committee shall be held not later than November 15 of each school year, and meetings shall be held thereafter as deemed necessary by either party.

The parties expressly acknowledge and agree that nothing said during such committee proceedings will be the subject of any grievance, reprisal, or unfair labor practice.

- K. Effective with the 2005-2006 school year, all new employees hired on or after July 1, 2005, are required to pay the Association a fair share fee, as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. Current employees will have the option of paying dues or electing not to pay dues. Employees electing to pay dues beginning 2005-2006 school year and thereafter will be required to pay dues for the remainder of this contract term. The fair share fee amount shall be certified to the Treasurer of the Board by the Association. Nothing herein shall be construed as requiring any member of the bargaining unit to become a member of the Association as a condition for serving or retaining employment or any benefits under this contract.

The amount to be deducted from the pay of all fee payers shall not exceed the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which the Association membership dues are deducted.

The Association also agrees to notify the Governing Board if a member of the bargaining unit files a court action or Unfair Labor Practice. The Association will provide the Board with a copy of all decisions issued by impartial decision-makers with respect to objections made by non-members.

Under Ohio law, employees who choose not to join the Association may elect to not pay the portion of their fair share fees based upon Association expenditures in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining. To elect not to pay that portion, the non-member must file a written objection according to a procedure adopted by the Association. Not later than December 15th of each year, or not later than thirty (30) days prior to the commencement of the check-off of the fair share fee, whichever is applicable, the Association will send each non-member an explanation of the procedure and an explanation of the basis for the fair share fee to enable the non-member to gauge the propriety of the fee.

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

1. Sixty (60) days of employment in a bargaining unit position; or

2. January 15th

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall not be greater than the annual membership dues less the amount previously paid. The deduction of said amount shall commence on the pay date occurring on or after forty-five (45) days from termination of membership.

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

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

The Governing Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.

The Association shall reserve the right to designate counsel to represent and defend the Governing Board, unless the Board elects to select its own counsel, in which event the Board shall be responsible for paying its own attorney's fees.

ARTICLE III

GRIEVANCE PROCEDURE

A grievance is a complaint of an alleged violation, misinterpretation or misapplication of the negotiated Agreement entered into between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed to.

A grievant may be an individual teacher/educational assistant, or a group of teachers/educational assistants having the same or similar premise giving rise to the grievance, or the Association. Grievances filed by a group of teachers/educational assistants or filed by the Association shall identify the teachers/educational assistants, and any relief granted or awarded shall be limited to those teachers/educational assistants named.

A grievance shall not include a matter which is exclusively subject to initial jurisdiction of a state or federal administrative agency or any provision of this Agreement expressly exempted from this procedure, in part or whole.

Grievance Procedure:

Step I. The grievant shall present the grievance orally, and expressly identify it as a grievance, to the immediate superior within thirty (30) calendar days after the grievant has knowledge or should have knowledge of the facts which give rise to the grievance.

Step II. If the discussion does not resolve the grievance, the grievant shall present his/her grievance in writing by fully completing a copy of the prescribed Grievance Form (Addendum C) within nine (9) calendar days after the discussion in Step I and submitting it to the immediate supervisor. Said grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision of the agreement allegedly violated, misinterpreted, or misapplied. The immediate supervisor will investigate the grievance, and the grievant may request a conference on the facts of the grievance. The request for conference will be noted on the form. Such conference will be held within nine (9) calendar days and the grievant may be represented at such hearing by a person of his/her choice. It is the responsibility of the grievant to secure a representative from the union, if so desired, for said hearing. The immediate supervisor will reply, in writing, within nine (9) calendar days following receipt of the grievance or conference, whichever is applicable.

Step III. If the answer of the immediate supervisor does not resolve the grievance, then the grievant may refer the grievance to the Superintendent or designee by fully completing a copy of the prescribed Grievance Form (Addendum C) within nine (9) calendar days after receipt of the reply in Step II. The grievant may request a conference on the facts of the grievance. The conference shall be held within nine (9) calendar days and the grievant may be represented at such a conference by a person of his/her choice. It is the responsibility of the grievant to secure a representative from the union, if so desired, for said hearing. The Superintendent or designee will reply, in writing, within nine (9) calendar days following receipt of the grievance or the grievance conference, whichever is applicable.

Step IV. If the Superintendent's or designee's reply does not resolve the grievance, the Association shall notify the Superintendent's designee in writing within nine (9) calendar days of the receipt of the Step III response, of its intent to arbitrate.

Arbitration:

- a. The Association may demand arbitration by filing a demand for arbitration with the American Arbitration Association within fourteen (14) calendar days of the date of the Association's notice of intent to arbitrate. The demand for arbitration shall request that the American Arbitration Association provide the parties with a panel of seven (7) arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the rules of the American Arbitration Association. In the event the grievance is granted, the Board will pay the arbitrator's fees; in the event the grievance is denied, the Association will pay the arbitrator's fees. Each party will be responsible for the fees and expenses of its representatives. No later than fourteen (14) calendar days prior to the scheduled arbitration hearing, a disclosure conference shall be held between a representative of the Board and the Association at which time all documents, exhibits, evidence, and the names of witnesses and the nature of their testimony shall be disclosed. Failure to disclose any of the above reference materials prior to this disclosure conference shall result in exclusion of said evidence, exhibits, and/or testimony at the arbitration hearing.

- b. The arbitrator shall review the grievance and submit his/her decision to the parties. The arbitrator's decision shall be final and binding to all parties. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the negotiated Agreement and the arbitrator may consider only the specific language of this Agreement. All issues of procedural arbitrability will be heard and decided by the arbitrator prior to hearing the substantive issues or merits of a grievance.

Miscellaneous:

- a. If the Administrators named herein to administer this grievance procedure should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next Step. Any grievance not referred to the next Step will be considered termination of the grievance.
- b. Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Only notations regarding a grievance settlement which require a change to an entry or record in a personnel file may be attached to that item in the file.
- c. No censure or other adverse action will be taken against any grievant or administrator participating in this grievance procedure.
- d. Time limits specified herein may be altered by mutual agreement of the parties in writing.
- e. For arbitration hearings, not more than four (4) employees (whether grievant, grievant's representative, or witnesses subpoenaed by the grievant or the grievant's representative) shall be excused from work without loss of pay, benefits, or privileges.
- f. With the exception of Step I, the Association shall be present at any or all meetings pertaining to the processing of a grievance, including hearings, discussions, and deliberations which affect the resolution of a grievance. A member is entitled to union representation at all steps of the grievance procedure. The Association shall be present at all levels beyond Step I.
- g. Only the Association shall have the right to determine if a grievance is to proceed to arbitration.

ARTICLE IV

WORKING CONDITIONS

- A. Each employee shall work thirty-five (35.0) hours per week, excluding a daily thirty (30) minute duty-free lunch period. The normal employee work day shall be as follows: Monday through Thursday – seven and a quarter (7.25) hours, excluding a thirty (30)-minute duty-free lunch period; Friday – six (6.0) hours, excluding a thirty (30)-minute duty-free lunch period. The Board and Association understand that some employees will not be able to work the foregoing normal daily work schedule because some flexibility must be maintained in order to

assure that bus schedules can be met, that students are not left unsupervised, and that the needs of the program are satisfied; the hours for each building will be established by the Program Director. At or near the beginning of the school year, the Program Director (or the Supervisor for the building involved) shall provide employees with a written schedule of work hours, including planning time, for each building. However, daily work hours, as set forth in the written schedule, may be altered to allow for such things as parent-teacher conferences, case conferences, I.E.P. conferences, and if a crisis occurs that interrupts lunch, the remainder of the thirty (30)-minute lunch period shall be taken as soon as possible.

- B. The employee work year shall be one hundred and eighty-five (185) days. The WOE day shall not be a contract day if possible. Educational assistants shall receive six (6) paid holidays to be determined annually. The employee work year for "Resident Educator Teachers" (see Article XVIII.A.2.) shall be one hundred ninety (190) days. The additional five (5) days will be used for orientation, in-service activities, CPI training, mentoring and other professional growth activities scheduled prior to the beginning of school or during the school year. In the second year of employment, such teachers shall return to the one hundred eighty-five (185)-day contract as described above.

Teachers and educational assistants shall have the opportunity to provide input and make recommendations for the school calendar through the Labor Management Committee referred to in ARTICLE II, J. above.

- C. A Resident Educator program will be provided for entry year teachers (see Article IV.B. above). The personnel department of the school district will provide orientation and planning meetings for veteran teachers who volunteer in the development of the Resident Educator Program. Mentors, for the many hours they will devote to the teacher development process and participation in the Resident Educator Program, shall be issued one-year supplemental contracts in the amount of seven hundred dollars (\$700) for the first year, three hundred fifty dollars (\$350) for the second year, one hundred dollars (\$100) for the third year and zero dollars (\$0) for the fourth year. Mentees, for their completion of orientations, in-service, CPI training, mentoring and other professional growth activities prior to the beginning of school and during the school year, shall be issued one-year supplemental contracts in the amount of five hundred dollars (\$500) for the first year, one hundred seventy five (\$175) for the second year, one hundred dollars (\$100) for the third year and zero (\$0) for the fourth year.
- D. When the site of a program has been changed and it is necessary to move classroom materials, teachers and educational assistants will pack Board owned classroom materials and equipment in boxes supplied by the Board; teachers and educational assistants shall appropriately label packed boxes, including the teacher's name and location; the Board shall transport such packages to the new site.
- E. In case of inclement weather emergencies or epidemics, school closings, teachers and educational assistants shall be governed by:
 - 1. Employees will be notified by means of the Dayton area media when school/programs are closed. School and programs will be identified as "**Montgomery County ESC Programs**" or something similar by media outlets. The use of "call chains" will be encouraged by the administration in order to inform employees as early as possible.

2. If the building in which a class is located is closed, then that class is closed.
 3. Teachers and educational assistants shall have access to supervisors and the administration shall make every effort to maintain State standards regarding student-teacher and class-educational assistant ratios when working under the provisions of this paragraph.
 4. TEACHERS - When the schools of the district, or any individual building, are closed due to adverse weather conditions or other calamity, teachers will receive their usual salary and not lose any salary due to such closings.
 5. EDUCATIONAL ASSISTANTS - For the state approved number of calamity days during the school year in which the schools of the district, or any individual building, are closed due to adverse weather conditions or other calamity, educational assistants will receive full compensation for their regular work schedule, regardless of whether such employees have been called into work. Beyond the state approved number of calamity days in any given school year the school is closed, all insurances will be continued, but no compensation will be paid for calamity days, unless the employee is actually called into work. Educational assistants will be compensated in full for all time worked on required make-up days.
- F. Site communication meetings, comprised of supervisors, teachers, and educational assistants, shall be held not later than November 15 of each school year, and thereafter as deemed necessary by either party, in order to discuss common concerns.
- G. Lunch Policy: Teachers and educational assistants shall have a thirty (30) minute lunch period. If a crisis occurs that interrupts lunch, the crisis should be handled and then the remainder of the thirty (30) minute lunch period shall be taken as soon as possible.

Teachers and educational assistants may leave the building under the following provisions:

1. Teachers and educational assistants may not exceed the thirty (30) minute lunch period.
 2. Teachers and educational assistants must sign out and in on the office time sheet. Supervisors may request notification of staff leaving.
 3. A Montgomery County certificated teacher must be present in the building to supervise students. Fifty percent (50%) of the certificated staff must remain in the building during a lunch period.
 4. Scheduled lunch times will be established by the supervisor for all classrooms.
- H. Transitional Duty:
- I. Definition, Mission Statement, and Purpose

Transitional Duty is designed to allow an employee to safely return to work with temporary limitations and restrictions which may prevent the employee from performing all of his or her assigned duties. The goal is to effectively manage workers'

compensation claims while maintaining the working status of employees. The Transitional Duty Program at Montgomery County Educational Service Center is established in accordance with Ohio Bureau of Workers' Compensation guidelines.

Transitional Duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional Duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

Transitional Duty is applicable only when it is deemed medically reasonable that a full recovery is expected to occur within twelve (12) weeks. Transitional Duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Extensions beyond the twelve (12) week timeframe will be on a case-by-case basis with documented medical need. Decisions regarding extensions will be made by the Return to Work (RTW) Coordinator. Transitional Duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

II. Eligibility, Implementation, and Benefits

To be eligible for Transitional Duty, an employee must complete all related injury investigation forms, First Report of Injury (FROI) form, medical releases, and any other documents required by the Physician Of Record (POR), the Managed Care Organizations (MCO), the employer, and the Third-Party Administrator (TPA). The employee must also have a written release from the Physician Of Record to participate in Transitional Duty and have the potential to return to full duty work within the twelve (12) week timeframe.

Transitional Duty will be implemented on all lost time claims upon return to work with restrictions. Medical only claims will be placed into the Transitional Duty Program at the discretion of the RTW Coordinator.

Transitional Duty will cease with a release from the physician of record to return to full duty work or the expiration of the twelve (12) week timeframe, whichever comes first. Transitional Duty may also cease if the employer is no longer able to accommodate the restriction(s).

Transitional Duty is implemented upon the availability of Transitional Duty by the employer. Full regular wages are paid during Transitional Duty.

Immediate disagreements/concerns regarding Transitional Duty are to be discussed by the employee and the immediate supervisor. If an appropriate resolution cannot be obtained, the employee and supervisor will discuss the matter with the RTW Coordinator. After review of the situation and consultation with appropriate parties, the RTW Coordinator will make a final decision regarding the matter.

The Treasurer shall use a payroll code for salaried and another code for hourly employees working in Transitional Duty to allow for proper tracking of Transitional Duty.

III. Transitional Duty and Outside Job

An employee cannot work another job within or outside of the District and work Transitional Duty unless approved by the Risk Manager.

The goal of Transitional Duty is to return the employee to the employee's regular job and department; but, at the discretion of the employer, other work within the department may be appropriate if the employee is unable to do any part of the regular job. Work outside of the employee's immediate department may be considered if work is not available within the employee's department.

IV. Refusal of Transitional Duty

The District will notify the Ohio Bureau of Workers' Compensation and the Third Party Administrator (TPA) of any refusal to accept a Transitional Duty offer that is within the medical limitations.

If eligible, an employee may elect to use sick leave, if the employee refuses Transitional Duty, but no buy-back of the leave taken shall occur. All leave taken for a work-related injury shall be reviewed for FMLA qualifications.

A Transitional Duty offer made to an employee refusing to return to work shall be reduced to writing and sent by certified mail or hand delivered to the employee. If hand delivering the offer, the injured worker's signature and date received is required on the employee's copy.

Time spent in Transitional Duty is considered time worked for employees still in their probationary period.

V. Maintaining Transitional Duty

To remain eligible for Transitional Duty, the employee must cooperate with, meet when reasonably requested, and respond to information requests from the Managed Care Organization (MCO), Third Party Administrator (TPA), Risk Manager, health providers, and his/her supervisor.

VI. Refer to Transitional Duty Reference Manual for Roles and Responsibilities, Community Resources, Contact Information, Program Training and Evaluation Plans, and Transitional Duty Forms

I. The Montgomery County Educational Service Center will pay for the cost of the background checks required for employment with the Montgomery County Educational Service Center.

J. Teachers will be given one day total release time for administering State mandated alternate assessments. Teachers will coordinate this day with the supervisor.

- K. Members of the bargaining unit shall receive reimbursement for glasses broken in any type of altercation with a student. The member shall submit the receipt for the purchase/repair of the glasses within ten (10) days of the event. The district shall provide the Member with a reimbursement within thirty (30) days of receipt of the submission of the receipt. Reimbursement will be limited to one hundred fifty dollars (\$150).
- L. If a bargaining unit member is specifically requested by their supervisor in writing to attend an in-service where the member IS EXPECTED to present material learned from the in-service to fellow staff members in a formal in-service, then the staff member will be compensated at the rate of two hundred (\$200) per day for each full day of presentation for planning purposes. Less than full-day presentations, will be compensated at one hundred dollars (\$100). This will only be paid once per in-service topic. Payment will be made within sixty (60) days after the presentation.

ARTICLE V

TEACHER EVALUATIONS

Implementing Impact of HB 153 (2011) – Teacher Evaluation:

In order for the Governing Board to adopt an evaluation procedure in compliance with HB 153 by July 1, 2013, the parties will establish an ad hoc evaluation committee. The committee will consist of eight (8) members, consisting of five (5) EMC members (one of which shall be the EMC President) and three (3) administrators as selected by the Superintendent.

EMC members on the committee may receive paid release days, as approved by the Superintendent, to attend meetings to discuss the new evaluation and reduction in force (RIF) procedures mandated by HB 153. The committee as a whole, or the EMC and/or Governing Board, individually, may call upon consultants at these meetings. The committee, by consensus, shall recommend forms and procedures in compliance with HB 153 to the EMC and Governing Board.

Once the committee's recommendations have been ratified by both parties, the language will be incorporated in this Negotiated Agreement and will go into effect on July 1, 2013. If the parties are unable to ratify the recommended language prior to March 1, 2013, the EMC and Governing Board negotiation teams will immediately reconvene and resolve issues for ratification.

Until July 1, 2013, the Governing Board and the EMC agree to utilize the evaluation process set forth below:

- A. A program of staff evaluation shall be used in order to promote professional growth of staff and improve services to students. By October 1, the administration shall conduct a meeting with teachers during which there shall be a discussion of the evaluation process and copies of the observation and evaluation forms provided. All teacher evaluations will be carried out on a uniform basis within the district and the procedures of the evaluation process will be applied equally. The forms to be used for classroom observations and evaluations shall be identical for all teachers.

- B. All teachers employed under a limited contract shall be evaluated at least twice in the school year in which the Board may wish to declare its intention not to re-employ the teacher. The first evaluation shall be conducted by December 15, and a copy of the evaluation shall be given to the teacher by winter recess. The second evaluation shall be conducted between January 15 and April 1, and a copy of the evaluation will be given to the teacher not later than April 15.

Limited contract teachers who are not in the final year of their contract may be evaluated, as deemed necessary and appropriate, by the Board's administration.

- C. Each continuing contract teacher may be subject to an evaluation at least once every three school years, as determined by the Superintendent of Schools. The evaluation shall be conducted by April 1, and a copy of the evaluation given to the teacher on or before April 15. In the intervening years, other assessments may occur such as developing job targets, doing self-appraisals, and using other assessment methods.
- D. When a teacher is evaluated, the following process will be observed:
1. There shall be at least two classroom observations for each evaluation. Each classroom observation shall be for at least thirty (30) uninterrupted minutes. Both the teacher and evaluator must fill out and sign the Teacher Observation Log form indicating the time the observation began and the time the observation ended.
 2. More than two classroom observations may be used per evaluation.
 3. Classroom observations do not have to be announced.
 4. The evaluator will present the completed observation form to the teacher within five (5) working days of the classroom observation, or the return to work if either the teacher or evaluator is absent after the observation.
 5. The teacher shall receive a copy of the written evaluation upon its completion. Both the teacher and evaluator shall sign and date the evaluation. The teacher, by affixing his/her signature to the evaluation, indicates only that he/she has received and read such evaluation; such signature does not indicate that he/she agrees with the evaluation, comments, and ratings.
 6. The administrator conducting the evaluation shall make a written report of the results of the evaluation, including observed proficiencies and deficiencies in each area in the Teacher/Evaluation form. Such report shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated, and include recommendations of the means by which the teacher may obtain assistance in making such improvements. The administrator shall consider the following areas or subjects of performance: planning, behavior management, instructional presentation, practice, and performance. All elements are not necessarily of equal bearing, and the degree of performance in any given element may be cause for greater or lesser bearing. It is understood that the job performance evaluation cannot be based on an averaging of the elements or parts thereof.

7. The criteria of expected overall job performance includes areas of performance inside and outside the classroom, or the usual place where duties are performed. Evaluation methods and techniques other than classroom observations may be used to determine such overall job performance. Such other methods and techniques may include the following: informal evaluations, input of consultant(s), other school personnel, or other administrative personnel related to the program.
8. The evaluator of the teaching employee shall be an assigned person employed as an administrator licensed as a superintendent, assistant superintendent, administrative specialist, principal, assistant principal, supervisor, or vocational administrator. The two (2) required classroom observations must be done by the same evaluator for each evaluation. Two (2) evaluations per year for a limited contract teaching employee is the minimum; however, more than two (2) may be done. Continuing contract teachers may be evaluated more than once every three (3) years.

The prescribed evaluations per year for a limited contract teaching employee is the minimum; however, more than the prescribed number of evaluations may be performed. Likewise, continuing contract teachers may be evaluated more than once every three (3) years.

9. If any of the timelines set forth in Article V are unable to be met due to a teacher being absent and unavailable, the Board may proceed with a non-renewal of the limited contract of the teacher, even if all of the deadlines have not been met, as long as the failure to comply was caused by the teacher being on leave and unavailable, and a reasonable attempt was made to meet the applicable timelines. All reasonable attempts will be made to evaluate the teacher twice prior to contractual action.
- E. The provisions of this Article dealing with evaluation are specifically intended to supplant Ohio Revised Code Section 3319.111.

EDUCATIONAL ASSISTANT EVALUATIONS

- A. All educational assistants employed under a limited contract shall be subject to at least an annual evaluation. The evaluation shall be completed annually by December 15, and a copy of the evaluation shall be given to the educational assistant by winter recess.
- B. Each continuing contract educational assistant may be subject to an evaluation at least once every three (3) school years, as determined by their supervisor. The evaluation shall be conducted by April 1, and a copy of the evaluation given to the educational assistant on or before April 15. In the intervening years, other assessments may occur such as developing job targets, doing self-appraisals, and using other assessment methods.
- C. When an educational assistant is evaluated, the process shall be the same as the process used to evaluate teachers, as described in Teacher Evaluations, Paragraph D, above, except:

1. Each evaluation of an assistant shall consist of at least one (1) classroom observation and input from the teacher where the assistant is assigned;
2. More than one (1) classroom observation may be used per evaluation.

D. Continuing contract educational assistants may be evaluated more than once every three (3) school years.

ARTICLE VI

JOB SECURITY/DISCIPLINARY ACTIONS

Job Security

A. Teachers

1. For Teachers employed for the 2011-2012 school year and licensed prior to January 1, 2011 shall serve a probationary employment period with the Board of four (4) consecutive full school years of full-time employment before obtaining a continuing contract. During the probationary period, such teacher shall receive a contract for no longer than one (1) school year. If re-employed after completion of the probationary period, the teacher shall be issued a contract for continuing employment. A continuing contract teacher shall not have his/her employment contract terminated except for good and just cause.
2. For Teachers licensed after January 1, 2011, the provisions of ORC 3319.08 law shall be followed for continuing contracts status.
3. The Board may declare its intention not to re-employ a limited contract teacher by giving the teacher written notice on or before the 30th day of April of its intention not to re-employ the teacher. If the Board does not give the teacher written notice on or before the 30th day of April of its intention not to re-employ the teacher, the teacher is deemed re-employed under a limited contract for one year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted such re-employment under a limited contract unless he/she notifies the Board in writing to the contrary on or before the 1st day of July. The decision of the Superintendent to not recommend re-employment and/or the decision of the Board to not re-employ shall not be made the subject of a grievance and shall not be processed as such, except that a claim of untimely notice of such non re-employment shall be grievable.
4. Teacher contracts will be issued to teachers and shall include the following information:
 - a. Name of teacher;
 - b. Name of employing Board of Education;
 - c. Type of contract (limited or continuing);
 - d. The school year;
 - e. Salary; and
 - f. The teacher's placement on the salary schedule.

B. Educational Assistants

1. Educational assistants shall serve a probationary employment period with the Board of three (3) consecutive full school years of full-time employment before obtaining a continuing contract. During the probationary period, the educational assistant shall receive a contract for no longer than one (1) school year. If re-employed after completion of the probationary period, the educational assistant shall be issued a contract for continuing employment. A continuing contract educational assistant shall not have his/her employment contract terminated except for good and just cause.
2. Any educational assistant may terminate his/her contract of employment thirty (30) days subsequent to the filing of a written notice of such termination with the Treasurer of the Board.
3. A person hired exclusively for the purpose of replacing an educational assistant while such employee is on leave of absence shall be a probationary employee and not entitled to a continuing contract.

Disciplinary Actions

- A. The Superintendent, (in the absence of the Superintendent, then the Assistant Superintendent), shall have the power and right to reprimand, suspend with or without pay, terminate, or otherwise discipline an employee for good and just cause. All disciplinary action, other than verbal warnings, shall be given in writing to the affected employee within thirty (36) hours of taking such action. However, a probationary employee may be terminated for less than good and just cause. A verbal warning shall be provided within three (3) working days of the supervisor becoming aware of an incident requiring such actions.
- B. Discipline shall be applied in a progressive and corrective manner, except instances wherein the employee is found guilty of misconduct, or the employee's presence represents a clear and present danger to students, employees, or the public.
- C. An employee's right to Association representation in any matter relating to discipline shall only be limited to the extent that immediate employer action is reasonably necessary to protect persons and/or property. In the event immediate employer action is taken without Association representation, then, upon the affected employee's request, a conference to review the discipline shall be held within twenty (24) hours with the employee and an Association representative. At this conference, the employee shall be presented with a written statement of the charges against the employee, including times and places of occurrence(s).
- D. Prior to the imposition of discipline more severe than a written reprimand, the affected employee shall have the right to an informal hearing before the appropriate administrator.
- E. It is understood that in the event of alleged abuse of a student involving an employee, the Board will conduct an investigation into the situation. In such a case, the affected employee may present the results of a polygraph test related to the allegations to the Board. If the polygraph test was administered by a tester agreeable to both the employee and the Board; and if the results of the test indicate the employee did not act in a manner abusive to the student;

and if the employee neither pleads nor is found to be guilty of related charges in the criminal proceedings; and the Ohio Department of Education fails to discipline the employee or suspend/revoke his/her certificate/license/permit, then the employee will not be subject to disciplinary action by the Board.

Appeal of Discipline

Termination of an employee's contract shall be subject to appeal on the basis of good and just cause via the grievance procedures set forth in this contract. In arbitration matters involving discipline, the Board has the burden of proof and the arbitrator is expressly given the authority to modify (either by increasing or decreasing) a discipline which is the subject of the grievance. The parties agree that the procedure for adjustment of grievances is fair and complete, and that it constitutes the sole and exclusive method for the adjustment of claims regarding discipline.

Statutory Provisions No Longer Apply

The provisions of this Article dealing with staff contracts, termination, discipline, and/or probationary periods, are specifically intended to supplant Ohio Revised Code Sections 3319.081, 3319.11, 3319.111, and 3319.16.

ARTICLE VII

REDUCTION IN FORCE

Implementing Impact of HB 153 (2011) – Teacher Reduction in Force (RIF):

Development of a new RIF procedure that complies with HB 153 (2011) is referred to the ad hoc evaluation committee referenced in Article V. EMC members on the committee may receive paid release days, as approved by the Superintendent, to attend meetings to discuss the new evaluation and reduction in force (RIF) procedures mandated by HB 153. The committee as a whole, or the EMC and/or Governing Board, individually, may call upon consultants at these meetings. The committee, by consensus, shall recommend forms and procedures in compliance with HB 153 to the EMC and Governing Board.

Once the committee's recommendations have been ratified by both parties, the new RIF procedure shall be incorporated in this Negotiated Agreement and will go into effect July 1, 2013.

If the Governing Board deems it necessary to RIF members prior to the adoption of these new RIF procedures, then the EMC and the Governing Board negotiation teams shall immediately reconvene to bargain the criteria used to RIF members and recall rights. Likewise, if the parties are unable to ratify the recommended language prior to March 1, 2013, the EMC and Governing Board negotiation teams shall immediately reconvene and resolve issues for ratification.

ARTICLE VIII

VACANCIES, TRANSFERS AND REASSIGNMENTS

Proper placement of the instructional staff benefits all concerned. Transfer and reassignments shall be made in accordance with the needs of the schools, with the welfare of the students being the focal point of consideration.

Definitions:

Transfer - A transfer shall be defined as a change from one building to another within the School District.

Reassignment - A reassignment shall be defined as a change of subject or grade level taught without a change in building.

Vacancy - A vacancy shall be defined as any newly created bargaining unit position or a bargaining unit position that becomes open due to resignation, retirement, death, termination, transfer, or reassignment.

- a. Vacancies occurring in the School District shall be posted according to the following regulations:
 1. Vacancies in the certificated and/or educational assistant staff which are to be filled for September shall be posted as they occur. Vacancies will be posted by way of the Montgomery County ESC Website.
- b. Transfer and Reassignments
 1. The Program Director shall conduct a continuous study of needs and shall make the recommendations to the Superintendent pertaining to any transfer of an employee. Any teacher or educational assistant who is to be transferred shall be consulted prior to transfer and given the reason.
 2. A teacher or educational assistant may also request a transfer from one (1) school to another or from one (1) assignment to another by addressing such request, in writing, to the Program Director.
 3. Any teacher or educational assistant wishing to be considered for a change in assignment should notify the Program Director, in writing, no later than April 15 of the school year preceding the year in which the transfer would take place.

ARTICLE IX

SICK LEAVE

All regular full-time employees shall earn sick leave as required by law. Sick leave may be accumulated to a maximum of two hundred eighty-five (285) days.

Sick leave with pay may be granted to regular employees for days absent due to personal illness, pregnancy, injury, or exposure to contagious diseases which could be communicated to other employees. Sick leave may also be granted for illness or death in the employee's immediate family. Immediate family shall be defined as the employee's spouse, child, parent (including step or foster parent or child), or other permanent resident of the employee's household. A father whose wife gives birth may be granted up to three (3) days of sick leave immediately following the birth of their child. If medical complications occur as a result of the pregnancy or delivery, normal sick leave procedures will be followed.

Up to five (5) days of sick leave may be granted for the death or serious illness of a near relative. A near relative shall be defined as the employee's brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, or son-in-law. Additional days may be granted on an individual basis with prior approval of the Superintendent.

Each employee shall follow the prescribed method for reporting sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and dates consulted. The supervisor or another member of the administration may require a signed physician's statement confirming the need for sick leave after five (5) consecutive days of absence or where the employee has established a pattern of absenteeism.

Abuse of sick leave, when substantiated by the supervisor or another member of the administration, may result in the employee being subject to disciplinary action in accordance with the procedures in Article VI.

The previously accumulated sick leave of an employee who has been separated from the public service of Ohio may be placed to his/her credit upon reemployment in the public service, provided such reemployment takes place within ten (10) years of the date of last termination from public service of Ohio.

Employees with serious and/or extended illness who have exhausted all available sick leave may be granted advanced sick leave at the discretion of the Superintendent not to exceed the total days prescribed by law (5). The advance of sick leave days will be repaid as the employees earn them; or if the employees leave the district, the employees will be responsible for repaying the district for the cost of employees' respective daily rate paid for the days sick leave was advanced but not repaid. This repayment may be deducted from the employees' final paycheck. If there is no final check, then the employee is responsible for repayment.

All sick leave used for a purpose which would qualify for leave under the Family and Medical Leave Act of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article XI,B.

ARTICLE X

PERSONAL/EMERGENCY LEAVE

A total of three (3) days of personal/emergency leave per contract year shall be granted to each full-time teacher and educational assistant. None of such days can be taken the day before or the day after a holiday or a school break (such as spring break) nor during the last two (2) student weeks of the school year or the two (2) weeks prior to winter break provided however that the Superintendent or Assistant Superintendent, in his/her sole discretion may decide whether or not to waive this restriction. (The administration's decision of whether or not to waive the restriction shall not be made the subject of a grievance and shall not be processed as such.) Of the total three (3) days described above, two days used by the employee during a school year shall be granted without the employee being required to specify a reason for the request, provided the request is received by the Program Supervisor or Director not less than five (5) work days prior to intended use (unless the 5 days advance notice is expressly waived by the Supervisor/Director), and provided further that no more than three teachers or educational assistants may take such leave on the same day. The remaining day must meet one or more of the following criteria (the approval or denial of the use of such day shall not be made the subject of a grievance and shall not be processed as such).

- A. Business appointments which can only be scheduled during working hours (state type);
- B. Required court appearances as a litigant or witness;
- C. Religious holiday;
- D. Funeral of a relative not included in the sick leave policy or of a close friend;
- E. A father or prospective father immediately before, at, or following the birth of a child;
- F. Urgent family obligations over which the employee has no direct control; i.e., adoptions, high school and/or college graduations, wedding of a member of the family or a close friend, registration for courses, or attendance at ceremonies where a member of the immediate family is receiving an award of major significance;
- G. Emergencies, natural or personal, for the employee (state type).

Requests for personal/emergency leave shall be made following the appropriate method to the Program Supervisor or Director.

Except for extenuating circumstances, request should be made at least forty-eight (48) hours prior to the date of the leave.

If a leave request has been received by the Program Supervisor or Director not less than seven (7) work days prior to intended use and the teacher/educational assistant does not hear to the contrary at the beginning of one (1) work day prior to the day requested for the leave, then the request will be deemed granted.

The personal/emergency leave days may be divided into half (1/2) days.

The Superintendent or Assistant Superintendent shall make final determination of any request for personal/emergency leave.

Members of the bargaining unit shall be reimbursed \$300 (three hundred dollars) if they do not use any or any part of the three (3) days allotted to them. They shall receive this reimbursement by the last pay of their contractual year.

ARTICLE XI

LEAVE OF ABSENCE

- A. The following leaves without pay provisions apply to all full-time teaching and educational assistant personnel.

Upon approval of the Superintendent and the Board, a teacher/educational assistant may be granted leave of absence without pay for reasons listed below. Failure to complete the terms for which the leave was granted shall be grounds for termination of leave and/or employment. Said employee shall be returned to the same position that he/she held at the time such leave commenced, if available; if not, to an equivalent position for which he/she is qualified. Leave shall be for up to two (2) years, with the exact amount of leave coordinated with FMLA leave under Article XI, B., such that the maximum amount of leave to be granted under Article XI, A. shall be equal to the difference between one-hundred four (104) weeks and the number of weeks of FMLA leave the employee has taken (or will take), during each twelve-month period as described in Article XI, B.

- a. **Personal Illness:** Requests must be accompanied by a statement from the attending physician which states the nature of the illness and recommendation for such leave, and shall be granted in accordance with Section 3319.13 of the Ohio Revised Code.
- b. **Military:** In accordance with provisions set aside in Sections 3319.085 and 3319.14 of the Ohio Revised Code, Military Leave of Absence will be granted to any regular teacher or educational assistant who has been recalled or drafted into active duty with any branch of the Armed Services of the United States.
- c. **Sabbatical Leave:** Teachers who have completed five (5) years of full-time employment with the Board, upon request and the recommendation of the Superintendent, may be entitled to take leave for a period not to exceed two (2) contract years. Sabbatical leave will be governed by the provisions of Ohio Revised Code, Section 3319.131, including the salary provisions.
- d. **Child Care Leave:** A leave of absence without pay for the care of a child (natural born or adopted) shall be granted to a teacher/educational assistant who requests the leave for care of a child up to the age of one (1) year or the first year of an adopted child under age six provided the employee files with the Superintendent at least thirty (30) days prior to the effective date of the leave a written request for such leave.

An employee's child care leave shall not exceed three hundred sixty-five (365) consecutive calendar days in length or the expiration of his/her limited contract, whichever occurs first. An employee on child care leave may continue to participate in the group health insurance plan provided the employee pays one hundred percent (100%) of his/her premiums for the remainder of his/her child care leave.

- e. **Jury Duty Leave:** Teachers/educational assistants serving on jury duty will be reimbursed the difference between the employee's regular compensation and the remuneration received from serving as a juror.

All teachers/educational assistants returning from any leave of absence must either: (a) give written notice to the Superintendent of their intent to return to work prior to March 30th of the calendar year in which the leave expires, or (b) give written notice to the Superintendent of their desire to return to work if an early return from the leave is desired, such notification to be served at least thirty (30) days prior to the date the teacher/educational assistant desires to return to active working status. Requests for an early return will be honored only in the event a position is or becomes available for which the teacher/educational assistant is certified and qualified. If no such position becomes available, the return of the employee will not take place prior to the scheduled end of the leave of absence. In the event such notice is not received, the employee shall be deemed to have resigned.

The teacher/educational assistant, while on leave, may elect to retain health and dental insurance by making monthly payments to the Treasurer pursuant to federal law.

- B. The Board and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et. seq.) as is or may be amended ("FMLA"), and in accordance with the following provisions:

1. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve (12) weeks of leave, said 12-month period shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave (except that such measure shall not extend back before August 5, 1993).
2. An employee who takes FMLA leave and who wishes to continue participating in group insurance programs must state such intention along with their written request for leave of absence. Such an employee may continue to participate in the Board's group insurance program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee is due on the first day of the month in advance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations; to continue to be enrolled in the life insurance plan, the employee must pay the entire premium each month.
3. An employee that is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her job duties may not return to work without furnishing certification from the employee's health care provider that the employee is able to resume work with no restrictions. Upon request by the administration, and at the Board's expense, an employee shall present him/herself to a physician, who is paid by the

Board, for a physical or mental examination. The employee may choose the physician to conduct such independent examination from any physician included in the "network" for the group insurance plan; provided, however, that the employee may not choose a physician who has previously seen the employee as a patient or who is a member of a medical group that has seen the employee as a patient. If the opinion of the employee's physician and the opinion of the Board-paid physician differ, then the administration may require a third opinion, again at the Board's expense, from a third physician mutually agreed upon by the first two physicians. The third opinion shall be final and binding.

4. An employee on FMLA leave shall, at not less than fourteen (14) day intervals, report to the Personnel Office the employee's status and intent to return to work.
5. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon the expiration of FMLA leave shall have his/her employment terminated unless unpaid medical leave has been granted.
6. Whenever an employee is required to provide a certificate from a health care provider, the current FMLA form provided by the Federal Government shall be used.

The provisions of FMLA will be administered in compliance with Federal Law.

ARTICLE XII

UNREQUESTED LEAVE OF ABSENCE

If an employee is unable to perform satisfactorily the duties of the position because of physical or other disability, the Superintendent may recommend, without the employee's request, a leave of absence to be authorized by the Board. Under such circumstances, the teacher may request a hearing as provided in Ohio Revised Code 3319.16, and the educational assistant may request a hearing as provided in Ohio Revised Code 3319.081 (C). Upon request by the administration, and at the Board's expense, an employee shall present him/herself to a physician, who is paid by the Board, for a physical or mental examination. The employee may choose the physician to conduct such independent examination from any physician included in the "network" for the group insurance plan; provided, however, that the employee may not choose a physician who has previously seen the employee as a patient or who is a member of a medical group that has seen the employee as a patient. If the opinion of the employee's physician and the opinion of the Board-paid physician differ, then the administration may require a third opinion, again at the Board's expense, from a third physician mutually agreed upon by the first two physicians. The third opinion shall be final and binding.

When an employee is placed on leave under this Article, the employee shall first be placed on any available sick leave in accordance with Article IX. Once the sick leave has been exhausted, the employee shall then be placed on FMLA leave under Article XI, B. All sick leave used by the employee shall be counted against the amount of FMLA leave an employee is entitled to receive under Article XI, B. Once FMLA leave has been exhausted, the employee shall be placed on

unpaid leave of absence under Article XI, A. The employee may continue insurance in accordance with Article XI, B. and COBRA regulations.

ARTICLE XIII

ASSAULT LEAVE

Any staff member who has direct responsibility for students or supervises students and who is absent from regular duties because of physical disability resulting from an assault which occurs in the course of Board employment shall be entitled to a leave of absence, with pay, under the following conditions:

- A. The staff member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known. This information must be filed in a timely manner.
- B. The staff member must submit to the Superintendent verification from an attending physician that the professional staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
- C. The staff member shall be required to file for Workers' Compensation.
- D. The staff member must be willing to pursue school disciplinary action and legal prosecution against the responsible party(ies) if applicable as determined by the Superintendent.
- E. The maximum amount of assault leave shall not exceed thirty-five (35) days. Additional assault leave may be granted upon documentation of the attending physician and approval of the Superintendent. Assault leave shall not be chargeable against sick leave.
- F. All assault leave shall be counted against the amount of FMLA leave the employee is entitled to receive under Article XI.B.

ARTICLE XIV

SEVERANCE PAY

An employee of the Board may elect at the time of retirement from active service, with ten (10) or more years of certified or classified service with the public schools of Ohio, to be paid according to the 403(b) plan if eligible or in cash (check) if not eligible for the 403(b) plan for one-fourth (1/4) of the value of his accrued but unused sick leave, or sixty-six (66) days, whichever is smaller. Such payment shall be based on the employee's per diem rate of pay at the time of retirement whether he be employed on a part-time or full-time basis. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such a payment shall be made only once to any retiring employee.

To be eligible for such payment, the employee's effective date of retirement must not be later than ninety (90) days after the last paid day of service with the Board. Upon the receipt within the above ninety (90) days by the Superintendent of a retiree's written election to be paid for unused accrued sick leave as outlined above and evidence of actual retirement as verified in writing by the

appropriate retirement agency, the payment due shall be made no later than sixty (60) calendar days after receipt of the retiree's written communication and the verification of retirement. Per diem rate will be based on the contract salary during the year of retirement divided by the number of contract days.

In the event of the death of an employee who would have otherwise been eligible for retirement and severance pay, such employee shall be deemed to have made application for severance pay and/or to have retired and terminated his employment on the date immediately preceding the date of death. Payment of the severance pay shall be made to the employee's estate. Payment shall be released to the qualified appointed executor or administrator of the employee's estate.

403(b) Plan

The Montgomery County Educational Service Center (MCESC) will implement an Employer 403(b) Plan with ING, which will change the way that Severance Pay (payment of one-fourth (1/4) of unused sick leave days up to a maximum of sixty-six (66) days paid upon retirement from MCESC) will be distributed, if plan eligibility requirements are met. Under the Employer 403(b) Plan, Severance Pay will be mailed directly to ING and placed in the Employer 403(b) Plan under the employee's name.

The following is a basic outline of the plan:

Plan Eligibility: Must be 55 years of age or older in the year of retirement
 Severance must be \$1,000 or greater
 May not be rehired during 1st full month of retirement by MCESC

Contribution:

Cap for 2012: \$50,000 (less any voluntary 403(b) deductions) This amount will be based upon the current Federal Law.

Interest Rate: Guaranteed 3% minimum

Account Fees: None

If the employee does not wish to leave their money with ING or want a partial payment, they should receive the money within 5 business days after ING received the request. ING will automatically withhold twenty percent (20%) for Federal taxes, but if the employee wants State taxes withheld, they must notify ING in advance. Also, the withdrawal process must start once you reach 70 1/2.

ARTICLE XV

STRS/SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System/State Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-

097, in order that the amount of the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System/School Employees Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System/State Employees Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all employees as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- B. Should the rules and regulations of the IRS or retirement system change making this procedure unworkable, this policy becomes null and void, and the procedure returns to the former method of employee/employer contributions.
- C. Payment for sick leave, personal/emergency leave, severance and supplementals, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to the reduction (e.g., gross pay divided by the number of days in the contract).
- D. When applied to teachers, such salary reduction shall not result in a salary which is less than the salary available under the teacher's state minimum salary schedule. Should the reduction calculation result in a salary that is less than the state minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such state minimum level.

ARTICLE XVI

TRAVEL REIMBURSEMENT

Employees who are required to use a private automobile in completing their regular work duties will be reimbursed at the Governing Board authorized rate included in the Board policies and procedures. All other authorized expenses will be paid based on governing policies and guidelines.

Travel reimbursement shall be paid based upon a signed itemized statement submitted by the employee and approved by the Superintendent.

All itemized statements (including receipts for hotel and motel accommodations, registration fees, and travel other than by automobile) of travel expenses shall be filed by the first Friday of each month.

This itemized statement will reflect the expenses incurred during the preceding month. Only by prior approval of the Program Director may expenses be held for a second month.

Mileage reimbursement is to cover miles driven while at work, not mileage to and from work.

Mileage to and from the office or job will be determined as follows:

- A. For mileage reimbursement, the distance claimed should be the difference between the total mileage an employee travels during the work day minus the distance to and from his home and office.
- B. Travel at times other than during the work day (evenings, weekends, etc.), mileage counted portal to portal.

ARTICLE XVII

PAYROLL PROCEDURE

Full-time staff members are paid every two (2) weeks on alternate Fridays. When a pay day falls on a holiday, the pay will be made on the preceding day. All employees shall be paid by direct deposit.

Full-time staff members are paid bi-weekly on alternate Fridays. The payroll amount shall be determined by dividing the number of days in each contract year into the annual salary for each employee. Slight variations may occur upon initial employment or termination.

Deductions shall be made for unauthorized absences, federal, state and local taxes required by law, and the teacher's/educational assistant's share of the retirement contribution. Deductions shall be made upon the written request of the teacher/educational assistant for the Credit Union, United Way, approved tax-sheltered annuities, Association dues, political contributions and insurance. The Treasurer shall make available all Association dues deductions to the Association Treasurer within ten (10) days after such deductions are made. The Association will indemnify and save the Board harmless from any and all claims arising out of dues deductions by the Board in reliance upon authorization presented by the Association.

Payroll deductions for Association dues shall be made over twenty (20) pays beginning with the first pay in November. Payroll deduction authorization forms shall be submitted to the Treasurer no later than October 1.

ARTICLE XVIII

SALARY SCHEDULE PROVISIONS

A. Teachers

- 1. Teachers shall be paid in accordance with the salary schedule found in Addendum A of this Agreement. Teachers employed after the effective date of ratification by Montgomery County Educational Service Center shall be given experience credit not to exceed ten (10) years. The sum of the experience credit shall include:
 - a. Prior public school experience with each year consisting of at least one hundred twenty (120) days in a position under a teacher's contract.

- b. Prior teaching experience in a chartered non-public school located in Ohio with each year consisting of at least one hundred twenty (120) days in a full-time position under a teacher's contract.
 - c. All years of military service in the armed forces of the United States to a maximum of five (5) years. The teacher must present evidence of military duty by September 15th in order to receive credit on the pay scale for the year that it is presented.
2. It is the teacher's responsibility to ensure that he/she is paid on the correct salary and step.
 3. The teacher must present official transcripts from a college or university by September 15 in order to advance from one degree to another.
 4. If a teacher is hired after September 15, all official transcripts and other documents must be received within thirty (30) days of employment.

B. Educational Assistants

The pay of educational assistants shall be in accordance with the wage schedule found in Addendum B of this Agreement. For purposes of experience credit on the salary schedule, a person employed and who works the first day of employment by January 31 shall receive the normal increment for such position the following contract year. A person employed after January 31 and prior to August 1 will remain on the same salary step the following contract year.

Experience credit shall be given only for experience as an educational assistant in another school district. The total experience recognized on the wage scale shall not exceed the 6th step (each step equals one (1) year experience). This provision shall be uniformly administered. Experience as an educational assistant shall include educational assistant in a special education program (or as a teacher).

Educational assistants who have accumulated thirty (30) or more semester college hours for professional growth training toward an MH/SED teaching degree shall earn one step on the payscale. *In order to qualify for this step, the educational assistant must have completed thirty (30) or more approved college semester hours toward an MH/SED teaching degree and have proof of enrollment such as a track plan, letter on official university letterhead, or other agreed to item which clearly shows enrollment in a special education teacher licensure program. If no proof is available no step increase will be granted. In order for such hours to be counted toward the thirty (30) required, the educational assistant must receive approval from the Local Professional Development Committee **prior** to enrolling in the course. (If an educational assistant completed course work prior to becoming an employee of the Board, or completed hours before this Agreement was effective, the Local Professional Development Committee may, in their discretion, approve such course work for purposes of authorizing the one step increase.)

Educational assistants who hold an associate's degree or higher shall be placed on the associate's degree column.

The educational assistant must present official transcripts from a college or university by September 15th in order to advance from one pay level to another. If an educational assistant is hired after September 15th, all official transcripts must be received within thirty (30) days of employment.

An assistant who substitutes for a teacher absent from the building for a full or half day (due to illness or personal/emergency leave and when a substitute would normally be called) will be paid their normal hourly rate plus \$4.54 for each hour of substitution provided the assistant holds a substitute or regular teaching license. The supervisor for the building involved will determine which assistant will serve as the substitute for the absent teacher.

It is the educational assistant's responsibility to make sure that he/she is paid on the correct salary and step.

ARTICLE XIX

HEALTH INSURANCE

For the 2012-2013 contract year the **Board** agrees to pay eighty-three percent (83%) of the premium for the selected tier of coverage for medical coverage for all full-time employees. For the 2013-2014 contract year the **Board** agrees to pay for a single plan eight-five percent (85%) of the premium and eighty percent (80%) for a family plan. All medical insurance provided pursuant to this Agreement shall be subject to the conditions and provisions set forth in the insurance contract secured by the Board.

Hospitalization insurance is not automatic. All required insurance forms, procedures, or applications must be properly completed and turned in to the Treasurer in order to affect coverage. In addition, any premium cost required to be paid by any staff member as a condition of coverage must be timely paid by the staff member in order to affect coverage. Appropriate information and application forms will be provided to all staff members.

In the event the health care premium increase exceeds eleven percent (11%) in any year, the Governing Board of Education and members of the union will equally divide the amount in excess of eleven percent (11%).

All health insurance provided pursuant to this Agreement shall be subject to the conditions set forth in any insurance contract secured by the Board.

In the event of a policy change negotiations may reopen at the request of either party.

The description of the policy will be distributed and/or made available each year at the opening day meeting.

Full-time employees may elect to receive a cash payment of one thousand dollars (\$1,000) in lieu of participating in the Board-sponsored health insurance plan. In order to receive such cash payment, the employee and his/her spouse cannot be enrolled in the Board-sponsored plan and must waive the right to participate in such plan throughout the current annual period of the plan. In the event the Board employs both spouses in a family, there shall be only one (1) one-thousand dollars (\$1,000)

payment to such family. The Board will make the cash payment annually as a separate check in December following the year the employee did not receive insurance.

SECTION 125 PLAN

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all teachers and assistants. An amount may be set aside under Section 125 of the Internal Revenue Code to cover the amount paid for eligible expenses which include:

- Part A: Insurance Premiums
- Part B: Medical Spending Account
- Part C: Dependent Care Account

ARTICLE XX

LIFE INSURANCE

The **Board** agrees to provide and pay the full cost of term life insurance, including an accidental death and dismemberment provision in the amount of sixty thousand dollars (\$60,000).

All life insurance provided pursuant to this Agreement shall be subject to the conditions and provisions set forth in the insurance contract secured by the Board.

ARTICLE XXI

DENTAL

The **Board** agrees to pay eighty percent (80%) of the premium, to a maximum of fifty-five dollars (\$55) per month, for dental coverage for all full-time employees.

All dental insurance provided pursuant to this Agreement shall be subject to the conditions and provisions set forth in the insurance contract secured by the Board.

ARTICLE XXII

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

PURPOSE AND NUMBER OF LPDCs

1. Local Professional Development Committees (LPDCs) shall be established according to law and State Department of Education guidelines to oversee individual certificated staff members' professional development plans.
2. The school board and administration will determine the number of Local Professional Development Committees in the district, which number shall be at least one, and which number may change only from year to year.

COMMITTEE MEMBER COMPOSITION, SELECTION, AND TERMS

1. Each Local Professional Development Committee shall be comprised of five (5) regular members and, if allowed by law, a floating sixth member. The regular committee shall have three teacher members elected by the Educators of Montgomery County (EMC) and two administrator members appointed by the Superintendent. The floating sixth member, who may serve all LPDCs, shall be an administrator appointed by the Superintendent.
2. Local Professional Development Committee teacher members, including the floating sixth member, shall serve three-year terms. There shall be no limit in the number of terms LPDC members may serve. LPDC teacher members may be elected at any Educators of Montgomery County general meeting provided open nominations are allowed. Candidates will be ranked by the number of votes they receive at the given meeting. Once it is determined which candidate(s) has (have) been elected to office, other candidates, providing they received at least five (5) votes, shall be considered duly-elected alternates.
3. Local Professional Development Committee teacher members may vacate their appointments by giving thirty (30) days advance written notice to the committee chairperson. A LPDC member may be removed from his/her appointment upon the written request of the respective appointing party, Association, or Superintendent followed by a unanimous vote of the remaining members of the LPDC.
4. Vacancies in teacher members' position shall be filled for the remainder of the unexpired terms in the same manner as original appointments unless a duly-elected teacher member alternate is available. In that case, the EMC president will appoint the alternate to serve out the remainder of the term.

LPDC CHAIRPERSON AND LPDC DECISION MAKING

1. Each Local Professional Development Committee shall have a chairperson whose duties shall be to facilitate LPDC meetings and to certify and report committee actions to affected parties. The chairperson shall be elected annually by a majority vote of a quorum of the committee.
2. Decision making shall be by majority vote of a quorum of the committee members.
3. When a LPDC is considering the professional development plan of an administrator, one of the teacher members shall allow the floating member to vote in his/her place. If no other teacher member volunteers to step aside, the teacher member with the least seniority in the district shall step aside to allow the floating member to vote on administrator Individual Professional Development Plans (IPDPs).
4. A quorum of the committee shall be considered to be at least two teachers and one administrator members present and voting on teacher IPDPs, and at least two administrators and one teacher members present and voting on administrator IPDPs.

TRAINING AND MEETINGS

1. Annually, the district shall provide Local Professional Development Committee teacher members training/in-service related to the LPDC duties as needed.
2. Local Professional Development Committee members shall be entitled to meet for the purpose of conducting committee business and meeting committee responsibilities. A minimum of eight (8) meetings per year will be scheduled. The LPDC shall hold up to thirty-five (35) hours of meetings per year. Meetings will be called by the Superintendent or designee.
3. Local Professional Development Committee members shall be compensated for all time spent in training/in-service and meetings by receiving an annual supplemental contract in the amount of seven hundred dollars (\$700) for the chairperson and five hundred dollars (\$500) for all other teacher members. Committee members must attend a minimum of six (6) LPDC meetings in order to receive payment.

DUTIES OF A LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Each Local Professional Development Committee shall be designated as the committee of record for a class of employees which may include all affected employees, employees assigned to given buildings or instructional levels, and/or administrative employees excluding those teachers already served by the MCEC LPDC.
2. A LPDC's duty is to receive, review, and evaluate IPDPs for the employees in its charge. It may recommend and accept changes in IPDPs, and accept or reject IPDPs as they are submitted. It shall determine whether or not the given employee has satisfactorily completed the terms and conditions of his/her IPDP. All duties of a LPDC shall be carried out in reasonably, timely, and equitable fashions.
3. A Local Professional Development Committee shall publish procedures, guidelines, and timetables for submission, writing, and completing IPDPs. Such procedures shall outline the appeals process included in this provision.

APPEALS

1. In the event a Local Professional Development Committee decides to reject an IPDP, such decision shall be communicated in writing to the affected employee within fourteen (14) calendar days. Such communication shall include a brief statement as to why the IPDP is being rejected.
2. Likewise, in the event a LPDC decides that an employee has not successfully completed his/her IPDP, such decision shall be communicated in writing to the affected employee within fourteen (14) calendar days. Such communication shall include a brief statement as to why the Local Professional Development Committee does not believe the IPDP has been successfully completed.

3. In either event, the affected employee may request in writing to appear before the Local Professional Development Committee to seek a reconsideration of the LPDC's decision. Such request must be made in writing to the chairperson of the LPDC within fourteen (14) days of the employee receiving notice of the LPDC's decision. A meeting between the affected employee and the LPDC will be arranged by the LPDC chairperson within fourteen (14) days of receipt of the request for an appearance. At that meeting, the employee shall be given a reasonable amount of time to speak with and question the committee. At the end of such time, the LPDC will issue its final determination to either sustain or reverse its earlier decision.
4. Provided the affected employee has utilized the internal appeals process established above, the affected employee may appeal an adverse decision to the Ohio Department of Education. Such appeal must be in writing, copied to the LPDC chairperson, and submitted within fourteen (14) days of receipt of the LPDC's final determination.

AUTHORITY

1. A Local Professional Development Committee shall have the authority to set policy and regulations compatible with all of the above, but shall not have the authority to set policy and regulations in conflict with any of the above.
2. Only the procedural elements of this negotiated provision are subject to challenge via the negotiated grievance procedure.

ENABLING PROVISIONS

1. The Local Professional Development Committee members shall serve three (3) year terms.
2. Local Professional Development Committee teacher members will be expected to meet their ongoing responsibilities and also do what is necessary to initiate the Local Professional Development Committee.

ARTICLE XXIII

EMPLOYEE TUITION REIMBURSEMENT

Any teacher or educational assistant holding a four-year provisional, eight-year professional, permanent certificate, five-year (5) professional license, or a valid assistant permit, who has been a regular full-time employee of this district for not less than two (2) school years, may take (additional) credit hours at any Ohio fully accredited teacher education college or university; and, upon satisfactory completion of such coursework and timely application, receive tuition reimbursement from the Governing Board of the Montgomery County Educational Service Center under the following conditions:

A. Reimbursement

1. Educational assistants taking a pattern of undergraduate coursework which is designed to lead to MD, ED, EEH, and/or HI teacher certification and licensure shall receive tuition

reimbursement at the rate of one hundred percent (100%) of the tuition paid for eighteen (18) quarter hours each year for the first two (2) years of courses completed at Sinclair Community College, Dayton, Ohio, at the time the courses were taken. In computing the hourly tuition rate, any semester hours will be converted to quarter hours at the conversion of two (2) semester hours equaling three (3) quarter hours.

2. Educational assistants taking a pattern of undergraduate coursework (at places other than Sinclair College) which is designed to lead to Intervention Specialist licensure AND teachers taking graduate coursework related to MD, ED, EEH, and/or HI instructional programs shall receive tuition reimbursement at the rate of eighty percent (80%) of the undergraduate and graduate hourly tuition rates in effect at Wright State University, Fairborn, Ohio, at the time the courses were taken. In computing the hourly tuition rate, any semester hours will be converted to quarter hours at the conversion of two (2) semester hours equaling three (3) quarter hours. The maximum number of hours eligible for tuition reimbursement for educational assistants is twelve (12) semester hours or eighteen (18) quarter hours taken during the previous school year. The maximum number of hours eligible for reimbursement for certified teachers is six (6) semester or nine (9) quarter hours taken during the previous school year.
3. The maximum amount paid to an employee shall not exceed eighty percent (80%) of the Wright State University tuition fee schedule and under no circumstances will an employee receive a reimbursement payment which is greater than the actual tuition cost of the course and/or the amount paid by the employee.
4. Payments under this tuition reimbursement program will only be made for tuition expenses for courses related to MD, ED, EEH, or HI instructional programs. This includes undergraduate courses taken by educational assistants as part of a pattern of coursework designed to lead to a teaching degree with intervention specialist license and licensure in the State of Ohio. The tuition reimbursement payment will not include payment for such items as books, materials, laboratory fees, meals, parking fees, application fees, graduation fees, or other miscellaneous fees.

All courses eligible for tuition reimbursement for educational assistants pursuing a teaching degree in special education must have prior approval of the LPDC. If prior approval is not received, then no reimbursement will be offered.

5. Employees receiving outside assistance from grants, scholarships, student instructional employee certificates, or similar assistance programs shall receive reimbursement in an amount which equals the difference between the amount of aid received from such programs and the rate of reimbursement described above.
6. The reimbursement payment will be made on the first pay day of December for college credits earned between September 1 and August 31 of the previous school year, provided the employee is employed by this district and actually working at the time of payment.

B. Application

1. An employee eligible for tuition reimbursement must apply for such reimbursement during the month of September which follows the school year in which the courses were taken (see Paragraph A.6. above). The application form must be completed and submitted along with the required supporting material to the Assistant Superintendent of Administration. Application forms may be obtained from the Assistant Superintendent of Administration. Applications submitted after September 30th will not be honored.
2. Application forms must be supported by the following material:
 - a. An official college transcript indicating completion of the course, the amount of credit earned, and that the employee received a grade not less than "C".
 - b. A bursar receipt or statement of account showing payment to the university.
 - c. An approved LPDC plan.
 - d. A tuition reimbursement application packet.
 - e. The employee may be required to submit additional documentation in order to determine eligibility and/or the amount of reimbursement.

C. Additional Provisions for Teachers Holding Supplemental, Alternative or Conditional Licenses

Any teacher holding a supplemental, alternative, or conditional license certificate may participate in the foregoing tuition reimbursement program under the same conditions as other teaching employees of the district, and under the following additional conditions and/or modifications:

- a. Such employee must have been a regular full-time employee of this district and provide actual service for not less than four (4) months before beginning any course for which reimbursement will be sought.
- b. Payments under this tuition reimbursement program will be made to such employee for courses which begin on or after January 1 of the teacher's first school year of employment. Reimbursement will only be made for courses leading to the intervention specialist license. Once coursework for licensure has been completed, you must revert to the eligibility for teachers.
- c. Before beginning any course for which reimbursement will be sought, the employee's supervisor must have decided, in his/her sole judgment, to recommend the employee for participation in the tuition reimbursement program and completed the necessary recommendation form. The supervisor's recommendation must be obtained for each quarter and/or semester during which the employee takes courses for which reimbursement will be sought.

- d. The maximum number of hours eligible for reimbursement is twelve (12) semester or eighteen (18) quarter hours taken during the previous school year.

ARTICLE XXIV

PROFESSIONAL MEETINGS

The Governing Board of Education encourages participation in inservice and improvement programs afforded by a professional meeting, which it defines as:

“A meeting, conference, seminar, discussion, class (not credited), or other gathering which an employee attends to improve, educate, advise, or assist the employee so that he/she may become a better and/or more effective employee of the Governing Board of Education.”

An employee may submit a request to attend a professional meeting or convention with pay, and to be reimbursed for reasonable expenses incurred as a result of attending such meeting or convention. The approval for attendance and reimbursement may be granted by the Superintendent upon recommendation by the Division Director. Permission to attend will be based on the consideration of the effective functioning of the Montgomery County Educational Service Center program and the appropriateness of the conference/meeting for the individual. Recommendation for reimbursement will be made in accordance with availability of funds appropriated for this type of expenditure in the annual budget.

All staff members are encouraged to support and actively participate in their particular professional or educational organization relating to their field. To foster these involvements, which the administration feels are beneficial to the Montgomery County Educational Service Center as well as to the individual and the organization, provisions have been made to allow for limited time-off; and, in specific situations, limited reimbursement for travel expenses for officers and committee members at the state level, subject to the approval of the Superintendent.

Travel expenses are reimbursable only when all required approvals are obtained prior to incurring the expense.

Reimbursement will be based on the approved estimated cost of lodging, food, travel and other incidentals. Expenses will be based on what is termed reasonable by the Superintendent or his/her designee. Expenses should be submitted in a timely manner. At their discretion, departments or programs may impose more restrictive guidelines for budgetary or control reasons, but they may not be less restrictive than the guidelines listed here.

Food expenses, lodging expenses, travel expenses, and other types of business expenses will be reimbursed according to guidelines established by the Governing Board of Education.

ARTICLE XXV

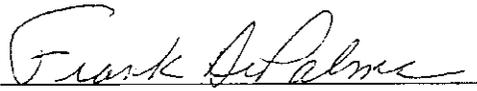
DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 2011 and shall remain in effect through July 31, 2012. Either party may give written notice of intention to terminate or intent to negotiate a successor to this Agreement not more than one hundred twenty (120) days, and not less than ninety (90) days prior to the expiration date of July 31, 2012.

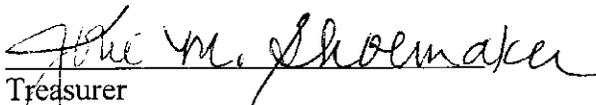
IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of June, 2011.

FOR: MONTGOMERY COUNTY
EDUCATIONAL SERVICE CENTER

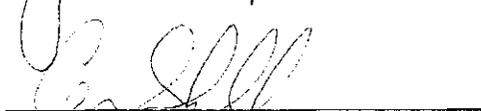
FOR: EDUCATORS OF
MONTGOMERY COUNTY

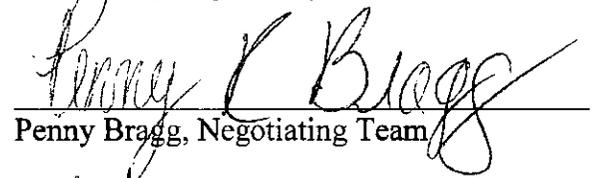

Superintendent

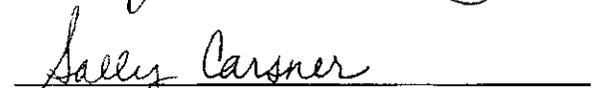

Mary Jane Donovan, President

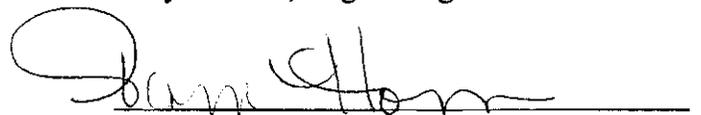

Treasurer


Ami Beam, Negotiating Team


Board President


Penny Bragg, Negotiating Team


Sally Carsner, Negotiating Team


Pam Horn, Negotiating Team


Sean Thompson, Labor Relations Consultant
Designated Representative

**ADDENDUM A
TEACHERS 185 DAYS**

Years of Exp.	STEP	Non-Degree		Bachelor's Degree		Bachelor's Degree with 150 S.H.		Master's Degree		Master's Degree plus 30 S.H.	
		O		A		B		C		D	
		Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1	0.865	30,535	1.000	35,301	1.050	37,066	1.100	38,831	1.200	42,361
1	2	0.900	31,771	1.050	37,066	1.100	38,831	1.150	40,596	1.250	44,126
2	3	0.935	33,006	1.100	38,831	1.150	40,596	1.200	42,361	1.300	45,891
3	4	0.970	34,242	1.150	40,596	1.200	42,361	1.250	44,126	1.350	47,656
4	5	1.005	35,478	1.200	42,361	1.250	44,126	1.300	45,891	1.400	49,421
5	6	1.040	36,713	1.250	44,126	1.300	45,891	1.350	47,656	1.450	51,186
6	7			1.300	45,891	1.350	47,656	1.400	49,421	1.500	52,952
7	8			1.350	47,656	1.400	49,421	1.450	51,186	1.550	54,717
8	9			1.400	49,421	1.450	51,186	1.500	52,952	1.600	56,482
9	10			1.450	51,186	1.500	52,952	1.550	54,717	1.650	58,247
10	11			1.500	52,952	1.550	54,717	1.600	56,482	1.700	60,012
11	12			1.550	54,717	1.600	56,482	1.650	58,247	1.750	61,777
12	13			1.600	56,482	1.650	58,247	1.700	60,012	1.800	63,542
13	14			1.650	58,247	1.700	60,012	1.750	61,777	1.850	65,307
14	15					1.750	61,777	1.800	63,542	1.900	67,072
15	16							1.850	65,307	1.950	68,837
20	21			1.700	60,012	1.800	63,542	1.900	67,072	2.000	70,602
25	26			1.750	61,777	1.850	65,307	1.950	68,837	2.050	72,367

Effective 2012-13 School Year

For the 2012-2013 school year, no teacher will be granted a step increase.

A one time 1% payment based on your 2012-2013 salary will be paid on December 7, 2012.

**ADDENDUM A
TEACHERS 185 DAYS**

Years of Exp.	STEP	Non-Degree		Bachelor's Degree		Bachelor's Degree with 150 S.H.		Master's Degree		Master's Degree plus 30 S.H.	
		O		A		B		C		D	
		Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1	0.865	30,535	1.000	35,301	1.050	37,066	1.100	38,831	1.200	42,361
1	2	0.900	31,771	1.050	37,066	1.100	38,831	1.150	40,596	1.250	44,126
2	3	0.935	33,006	1.100	38,831	1.150	40,596	1.200	42,361	1.300	45,891
3	4	0.970	34,242	1.150	40,596	1.200	42,361	1.250	44,126	1.350	47,656
4	5	1.005	35,478	1.200	42,361	1.250	44,126	1.300	45,891	1.400	49,421
5	6	1.040	36,713	1.250	44,126	1.300	45,891	1.350	47,656	1.450	51,186
6	7			1.300	45,891	1.350	47,656	1.400	49,421	1.500	52,952
7	8			1.350	47,656	1.400	49,421	1.450	51,186	1.550	54,717
8	9			1.400	49,421	1.450	51,186	1.500	52,952	1.600	56,482
9	10			1.450	51,186	1.500	52,952	1.550	54,717	1.650	58,247
10	11			1.500	52,952	1.550	54,717	1.600	56,482	1.700	60,012
11	12			1.550	54,717	1.600	56,482	1.650	58,247	1.750	61,777
12	13			1.600	56,482	1.650	58,247	1.700	60,012	1.800	63,542
13	14			1.650	58,247	1.700	60,012	1.750	61,777	1.850	65,307
14	15					1.750	61,777	1.800	63,542	1.900	67,072
15	16							1.850	65,307	1.950	68,837
20	21			1.700	60,012	1.800	63,542	1.900	67,072	2.000	70,602
25	26			1.750	61,777	1.850	65,307	1.950	68,837	2.050	72,367

Effective 2013-14 School Year

For the 2013-2014 contract year, there will be a 0% salary increase.

Teachers will receive a step increase based on their placement on the 2012-2013 salary

ADDENDUM B

EDUCATIONAL ASSISTANT
7.0 Hours Daily
(1337 Hours Annual)

Years of Exp.	Step	A Hourly*	B Associates Degree**
0	1	\$12.84	13.28
1	2	13.28	13.84
2	3	13.84	14.57
3	4	14.57	15.28
4	5	15.28	15.89
5	6	15.89	16.16
6	7	16.16	16.45
10	11	16.45	16.98
14	15	16.98	17.51
20	21	17.51	17.94
25	26	17.94	17.94

For the 2012-2013 school year, no Educational Assistant will be granted a step increase.

*** A one time 1% payment based on your 2012-2013 salary will be paid on December 7, 2012.

Educational Assistants who have completed an associate's degree or higher can move to column B provided official transcripts are received no later than September 15, 2012.

Effective 2012-13

ADDENDUM B

**EDUCATIONAL ASSISTANT
7.0 Hours Daily
(1337 Hours Annual)**

Years of Exp.	Step	A Hourly*	B Associates Degree**
0	1	\$12.84	13.28
1	2	13.28	13.84
2	3	13.84	14.57
3	4	14.57	15.28
4	5	15.28	15.89
5	6	15.89	16.16
6	7	16.16	16.45
10	11	16.45	16.98
14	15	16.98	17.51
20	21	17.51	17.94
25	26	17.94	17.94

For the 2013-2014 contract year, there will be a 0% salary increase.

Educational Assistants will receive a step increase based on their placement on the 2012-2013 salary schedule.

**Educational Assistants who complete 30 or more approved college semester hours toward an MH/SED teaching degree shall earn one step increase on the pay scale. In order for such hours to be counted toward the 30 required, the Educational Assistant must receive approval from the Local Professional Development Committee prior to enrolling in the course. (If an Educational Assistant completed coursework prior to becoming an employee of the Board, or completed hours before this agreement was effective, the Local Professional Development Committee may, in their discretion, approve such course work for purposes of authorizing the one step increase.)

** Educational Assistants who hold an associates degree or higher shall be placed on the associates degree column.

Calculation 30 Semester hours = one step
Effective 2013-14

ADDENDUM C
GRIEVANCE FORM
EDUCATORS OF MONTGOMERY COUNTY
OEA/NEA

Name _____ Worksite/Building _____

Position _____

Brief Statement of Grievance: (MUST CONTAIN A STATEMENT OF THE ALLEGED FACTS UPON WHICH THE GRIEVANCE IS BASED AND A REFERENCE TO THE SPECIFIC PROVISION OF THE AGREEMENT ALLEGEDLY VIOLATED, MISINTERPRETED, OR MISAPPLIED.)

What should remedy be? _____

Signed by Association _____ Date _____

Signed by Grievant _____ Date _____

STEP II

RESPONSE BY EMPLOYER

Immediate Supervisor _____

Signed by Immediate Supervisor _____

Date _____

STEP III

APPEAL FORM TO SUPERINTENDENT

Superintendent's Response _____

Signed by Superintendent _____

Date _____

Appealed to Arbitration: Yes

No

Signature – Association Representative _____

Date _____