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STATE EMPLOYMENT
RELATIONS BOARD

2014 JAN 17 AM 9:38

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF THE MAUMEE CITY SCHOOL DISTRICT

AND

THE MAUMEE EDUCATION ASSOCIATION

JANUARY 1, 2013
TO
DECEMBER 31, 2015

**STATE EMPLOYMENT
RELATIONS BOARD**
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MAUMEE CITY SCHOOLS**

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**AGREEMENT BETWEEN
THE
BOARD OF EDUCATION OF THE MAUMEE CITY SCHOOL DISTRICT
AND THE
MAUMEE EDUCATION ASSOCIATION**

This Agreement effective as of 12:01 A.M. this first day of January 1, 2013, between the Board of Education of the Maumee City School District (hereinafter referred to as the "Board") and the Maumee Education Association (hereinafter referred to as the "Association") as follows:

Three-year contract beginning January 1, 2013 and ending December 31, 2015.

**ARTICLE I
RECOGNITION**

- 1.01** a. The Maumee Board of Education recognizes the Maumee Education Association as the sole and exclusive bargaining agent, for the purpose as defined in Chapter 4117 ORC, for all certificated/licensed staff members who are non-supervisory personnel and who are employed by the District in both full and part-time (but not substitute) capacities including, but not limited to: classroom certificated/licensed staff members, K-12 guidance counselors/attendance-discipline coordinators, I.S.S. Supervisors, psychologists, speech therapists, librarians, media program specialists, school social workers, coordinators, department heads, certificated/licensed tutors, occupational therapists, physical therapists, computer coordinators, and teacher/staff development person(s). The Association recognizes that the Superintendent, Assistant Superintendent, Curriculum Director, Administrative Assistant, Principals, and other Administrative personnel as defined by Chapter 4117 ORC, as well as vocational units funded by the local VEPD (Penta County, i.e.: Marketing Education, OWE, etc.) are excluded from the bargaining unit.

Further all positions within the bargaining unit as of the 2000-2001 school year shall remain within the bargaining unit throughout the life of this Agreement; however, the numbers of these positions may be changed.

- b. When a new position is created, the Superintendent shall meet and discuss with the Association this position and its possible inclusion in the bargaining unit. Should any disagreement arise between the Board and the Association regarding the placement of the newly created position(s) in or out of the bargaining unit, the issue shall be submitted to the State Employment Relations Board (SERB) for unappealable unit determination (4117.06 ORC).

- 1.02** Representation elections shall be conducted under rules promulgated by SERB Administrative Rule 4117-5.
- 1.03** The Association shall provide the Board the following information by June 1 of each year:
- a. The name and mailing address of the Association.
 - b. The name and address of each area, state, and national organization with which the Association is affiliated.
 - c. The name, title and home mailing address of each officer in the Association.
 - d. All documents required to be filed with the State Employment Relations Board pursuant to ORC 4117.19 (A), (B) and (G).
- 1.04** The Board shall not reduce in force bargaining unit certificated/licensed staff members as a direct result of sub-contracting.

ARTICLE II MEMBERSHIP

2.01 AGENCY SHOP AND DUES

- a. Membership in the Association shall be voluntary. Such membership by any certificated/licensed staff member may be maintained consistent with the terms and conditions prescribed for such membership. It is further agreed that there shall be no discrimination regarding such Association membership.
- b. In recognition of the Association's services to the bargaining unit and the Association's role in helping develop a more harmonious and stable labor relationship between the bargaining unit employees and the Board, employees within thirty (30) days of their employment by the Board shall either become members of the Association or share in the financial support of the Association by paying to the Association a service fee not to exceed the amount of dues uniformly required of members of the Association.
- c. The Association shall notify non-members of their obligation to pay service fees and such notification will include the procedures for payroll deductions and direct cash payments. The Association must provide a procedure for non-members to recover any portion of the annual fees which is expended for activities or causes of a political nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment.
- d. The Board shall deduct current Association dues, initiation fees, and equal assessments and service fees from the paychecks of employees within the bargaining unit as set forth in the recognition clause who have signed the proper authorization cards, authorizing such deductions from the paychecks of the employee. Such deduction shall be made from the first and second paychecks of the month for which current dues, initiation fees, equal assessments, or service fees (each payable in advance) are due to the Association.
- e. The Board shall remit to the Secretary-Treasurer of the Association, dues, service fees, initiation fees, or equal assessments so deducted from the paychecks of the employees covered herein before the fifteenth (15) day of each month. The Board shall provide, at reasonable intervals upon request by the Association, a list of those members and non-members on payroll deductions.
- f. Nonpayment of service fees, initiation fees, dues, or other equal assessments may be pursued by the Association at its option through collection or other remedies permissible under Ohio law. The Board will deduct any arrears in unpaid Association dues, service fees, initiation fees, and equal assessments owed to the Association if and only if the Board has made an error in failing to deduct such dues, fees, or equal assessments during a former payroll period, or if the Board receives a court order requiring the same.

- g. Payment of dues or service fees shall not be a condition of continued employment.
- h. The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Agency Shop provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association pursuant to this Agency Shop provision, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or the designated employees involved.
- i. If any portion of this Agency Shop provision is rendered invalid under Federal or Ohio law, said provision shall be modified to comply with the requirements of said Federal or Ohio law.
- j. The provisions listed above apply to all certificated/licensed staff members of the bargaining unit.

2.02 PAYROLL DEDUCTIONS

- a. Certificated/licensed staff members shall be permitted to utilize payroll deductions for Association dues. Such deductions shall be prorated over 18 pays beginning the first paycheck of October. Certificated/licensed staff members choosing to use payroll deductions must authorize deduction in writing to the Treasurer through the Association.
- b. Certificated/licensed staff members using payroll deduction of dues further authorize the continuous deduction of said dues from year to year thereafter in the amounts to be certified by the Association from time to time. Said deductions shall continue without further authorization from the certificated/licensed staff member until his/her employment is terminated or until he/she submits written notice to the Treasurer of the Board of Education to discontinue or modify the deductions. Once withdrawn, dues deductions cannot be reinstated until the following opening period September 1 thru September 30.
- c. The Board of Education shall not be responsible in any way for the collection of unpaid or delinquent dues.
- d. Upon the certificated/licensed staff member's notification to the Board of his/her intent to terminate employment, it shall be the responsibility of the Association to notify all pertinent agencies.

ARTICLE III NEGOTIATIONS PROCEDURE

- 3.01** Either the Association or the Board may initiate negotiations by letter of submission forwarded by the Association to the Superintendent or by the Superintendent to the President of the Association. In the absence of the Superintendent, requests shall be submitted directly to the Board. The letter of submission must be forwarded to the other party by September 15 of the year in which this Agreement expires.
- 3.02** The parties shall hold their first negotiation session by October 1, unless a mutually satisfactory earlier or later date is agreed upon. At the initial session, the parties will exchange their complete proposals. Each proposal shall fully set forth that to which agreement is sought. Submission of topical listings will not be permitted. After the initial session, new proposals may not be submitted, except by mutual agreement.
- 3.03** Each negotiating team may consist of no more than five (5) persons, one of whom may be a consultant. Either party may use a consultant as spokesperson for its team; no substitutes will be permitted without the consent of the other party.
- 3.04** Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session.
- 3.05** When the parties reach tentative agreement, the Agreement shall be presented to the Association for its approval. Upon ratification by the Association, the Agreement will be presented to the Board for adoption.
- 3.06** Unless otherwise mutually agreed by the parties, all costs and expenses, including payment of consultants, shall be borne by the party incurring the cost or expense.
- 3.07** Alternate Impasse Procedures

Pursuant to Section 4117.14 (C I.f) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed-upon dispute resolution procedures. The parties further agree that all other sections of ORC 4117 and 4117.14 not specifically referred to in these procedures will apply.

The parties mutually agree that if progress toward an agreement is not being made, the Federal Mediation and Conciliation Service (FMCS) will be contacted to provide mediation service, but such contact will be made no earlier than the second Monday in October. Both the Board and the Association will make every reasonable effort to encourage mediation to begin on or immediately after the last Monday in October.

During the period before the FMCS personnel are available to work with the parties, the parties shall continue to negotiate.

If an agreement is not reached by the second Monday in November through the

mediation process described in 3.07, either the Board or the Association may request that a fact-finding panel be created. The panel will be formed within seven (7) days following such a request, unless there is a mutual agreement to extend the deadline.

The selection of panel members shall be as follows:

- a. The Board shall select one member.
- b. The Association shall select one member.
- c. These two members will select a third member who will serve as chairperson. Should they fail to agree, the third party shall be obtained through the American Arbitration Association according to its voluntary rules and regulations.
- d. This panel will have the authority to call witnesses, hold hearings, and confer with any parties deemed advisable to effect a recommendation to the Board and to the Association.
- e. All hearings by this panel shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- f. The panel shall confer with both parties and shall submit a written report of its recommendations to the Board and the Association within fourteen (14) days after the chairperson is selected unless the Board and the Association agree to a later date. The fact-finding panel may make recommendations for settlement of issues at any time during this fourteen (14) day period. The Board and the Association shall accept or reject the recommendation within seven (7) days after receipt of the panel's report. The recommendation of the fact-finding panel is not binding on the Board or the Association.
- g. Each party will pay the expenses of its own representative on the board of review. The expenses of the chairperson will be shared equally by the Board and the Association.

3.08 All provisions of this Agreement are deemed bargained after April 1, 1984.

ARTICLE IV

NON DISCRIMINATION

- 4.01** It is a condition of this Agreement, as agreed by both parties, to provide equal opportunity to all employees and to prohibit any discrimination because of race, creed, sex, marital status, national origin, age, disability, or political affiliation.

Nothing in this contract shall provide, however, any additional rights, privileges, recourse or remedy other than those already provided by State and Federal laws. Grievances alleging breach of this provision shall be processed only through level 3 of the grievance procedure and shall not be submitted to arbitration.

ARTICLE V GRIEVANCE PROCEDURE

5.01 TIME LIMITS

- a. The number of workdays indicated at each level shall be the maximum. Work days as used in this article will be defined as days when school is regularly in session. The last day for filing grievances alleged to have occurred in a school year is thirty (30) calendar days after the last student day of that school year. Every effort shall be made to expedite the process.
- b. A grievance shall be filed with the principal or appropriate supervisor within fifteen (15) workdays after the grievant knew or reasonably should have known of the occurrence giving rise to the grievance. The grievance shall state all contract sections claimed to be violated.
- c. The time limits may be extended by written mutual agreement of the parties.
- d. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of the disposition at that level and further appeal shall be barred.
- e. Failure at any level of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- f. All notices of hearings and dispositions of grievances shall be delivered with signed receipt mandatory and date of receipt recorded thereon.
- g. If a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- h. The MEA shall have the right to attend all meetings and to be informed of all meetings. A written conditional waiver of the provisions of (h) may be entered into by the grievant.
- i. It shall be the MEA's exclusive right to issue grievance forms and to process a grievance to arbitration.

5.02 PROCEDURE

Level 1: If a member of the association believes there is cause for a grievance he/she may submit a completed grievance form to the immediate supervisor having authority to settle the grievance. Within three (3) work days of receipt of the grievance form, the immediate supervisor shall meet with the grievant. The

grievant may request an association building representative or a member of the MEA Grievance Committee to be present. The immediate supervisor shall provide the grievant and the chairperson of the MEA Grievance Committee with a written disposition of the grievance within three (3) work days after the meeting.

Level 2: If the grievance is not resolved at level one, the Superintendent, or designated administrator, shall arrange for and preside at a hearing of not more than one day's duration to take place within ten (10) work days after receipt of the grievance form. If both the superintendent and his/her assistants are out of the school district when the grievance form is received in the administration building, the hearing shall take place as soon as possible, but not later than five (5) work days after the return to the district of either person. The superintendent or designated administrator shall send notice of the hearing to the chairperson of the MEA Grievance committee which, together with the grievant, shall determine those individuals to be present in order to present the facts pertinent to the grievance. The superintendent, or designated administrator, may also arrange for individuals to be present for the same purpose. Within five (5) work days after the hearing, the superintendent or designated administrator will present a written disposition to the grievant and chairperson of the MEA Grievance committee.

Level 3. If the grievant is not satisfied with the disposition of the grievance at Level 2, the grievant shall, within ten (10) work days of such disposition, complete the Grievance Form and submit same to the Board. The grievant shall also submit with the Grievance Form documents, written statements and other items which will enable the Board to make a disposition of the grievance. The MEA shall have the opportunity to present the grievance to the Board and determine the individuals to be present at a hearing in order to present the facts pertinent to the grievance. The Board shall make such disposition which shall be within thirty (30) workdays of the Board's receipt of the said statement/items.

Level 4. If the grievant or the Association is not satisfied with the disposition of the grievance at Level 3, the Chairperson of the MEA Grievance Committee shall, within ten (10) work days complete the Grievance Form requesting arbitration. Within five (5) workdays following receipt of the grievant's request for arbitration, the Superintendent or designated representative and the grievant or his/her designated representative shall meet to select an arbitrator. If the parties cannot agree on the selection of an arbitrator, they shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternative strike method and notified in accordance with the rules of the AAA. A second list of seven (7) names may be requested by either party. A toss of a coin shall determine who strikes first.

Once an arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a

copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement nor add to, detract from or modify the language herein in arriving at a decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

The costs for arbitration shall be shared equally by the parties.

5.03 MISCELLANEOUS

- a. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.
- b. The MEA shall have the right to attend all meetings and to be informed of all meetings. A written conditional waiver of the provisions of 5.01 (h) may be entered into by the grievant. No certificated/licensed staff member shall be represented by any organization other than the Association in any grievance.
- c. No certificated/licensed staff member shall be denied the right to legal advice and/or representation by counsel at any of the formal levels listed above. A grievance may be withdrawn at any level without reprisal. Copies of all written decisions of grievances shall be sent to all parties involved, the President of the Association, and the MEA Grievance Committee. Copies of all documents, communications, or records dealing with a grievance shall be furnished to all parties to a grievance. Forms for filing and processing grievances shall be designated by the Superintendent and the MEA Grievance Committee and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- d. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- e. There shall be no reprisal of any kind against any party participating in the grievance procedure.

- f. It shall be the MEA's exclusive right to issue grievance forms and to process a grievance to arbitration.
- g. The MEA has the right to file a "class action grievance" in the case of an alleged contract violation that affects three (3) or more members of the bargaining unit. Such class action grievances shall be initiated at Level 2 (see 5.02) and all procedures and timelines specified in Levels 2, 3, and 4 shall be observed.

ARTICLE VI
REIMBURSEMENT

6.01a. SALARY SCHEDULE

1) The salary schedule shall reflect the following base rates of pay:

Effective January 1, 2013 (0.0%)	<u>\$ 37,250</u>
Effective January 1, 2014 (2.0%)	<u>\$ 37,995</u>
Effective January 1, 2015 (2.0%)	<u>\$ 38,755</u>

2) Keep current ratio (21%) for the Extracurriculars for the duration of the Agreement.

MAUMEE CITY SCHOOLS
6.01b. SALARY SCHEDULE EFFECTIVE 1/1/2013

DEGREE STEP	BS INDEX	BS+10 INDEX	BS+20 INDEX	BS+30 INDEX	MA INDEX	MA+20 INDEX	MA+40 INDEX
0	37,250	38,710	40,230	41,809	43,452	45,158	46,931
1	38,710	40,230	41,809	43,452	45,158	46,931	48,775
2	40,230	41,809	43,452	45,158	46,931	48,775	50,690
3	41,809	43,452	45,158	46,931	48,775	50,690	52,679
4	43,452	45,158	46,931	48,775	50,690	52,679	54,746
5	45,158	46,931	48,775	50,690	52,679	54,746	56,896
6	46,931	48,775	50,690	52,679	54,746	56,896	59,131
7	48,775	50,690	52,679	54,746	56,896	59,131	61,451
8	50,690	52,679	54,746	56,896	59,131	61,451	63,861
9	52,679	54,746	56,896	59,131	61,451	63,861	66,368
10	54,746	56,896	59,131	61,451	63,861	66,368	68,976
11	54,746	59,131	61,451	63,861	66,368	68,976	71,684
12	54,746	59,131	63,861	66,368	68,976	71,684	74,500
13	54,746	59,131	63,861	68,976	71,684	74,500	77,424
14	54,746	59,131	63,861	68,976	74,500	77,424	80,464
15	55,841	60,311	65,139	70,354	75,990	78,974	82,073
20	55,841	60,311	65,139	70,354	77,506	80,553	83,716
25	55,841	60,311	65,139	70,354	79,059	82,162	85,388

MAUMEE CITY SCHOOLS
6.01c. SALARY SCHEDULE EFFECTIVE 1/1/2014

DEGREE STEP	BS INDEX	BS+10 INDEX	BS+20 INDEX	BS+30 INDEX	MA INDEX	MA+20 INDEX	MA+40 INDEX
0	37,995	39,484	41,035	42,646	44,321	46,061	47,870
1	39,484	41,035	42,646	44,321	46,061	47,870	49,751
2	41,035	42,646	44,321	46,061	47,870	49,751	51,704
3	42,646	44,321	46,061	47,870	49,751	51,704	53,733
4	44,321	46,061	47,870	49,751	51,704	53,733	55,841
5	46,061	47,870	49,751	51,704	53,733	55,841	58,034
6	47,870	49,751	51,704	53,733	55,841	58,034	60,313
7	49,751	51,704	53,733	55,841	58,034	60,313	62,680
8	51,704	53,733	55,841	58,034	60,313	62,680	65,139
9	53,733	55,841	58,034	60,313	62,680	65,139	67,696
10	55,841	58,034	60,313	62,680	65,139	67,696	70,355
11	55,841	60,313	62,680	65,139	67,696	70,355	73,118
12	55,841	60,313	65,139	67,696	70,355	73,118	75,990
13	55,841	60,313	65,139	70,355	73,118	75,990	78,973
14	55,841	60,313	65,139	70,355	75,990	78,973	82,073
15	56,958	61,518	66,442	71,761	77,510	80,553	83,714
20	56,958	61,518	66,442	71,761	79,056	82,164	85,390
25	56,958	61,518	66,442	71,761	80,641	83,806	87,096

MAUMEE CITY SCHOOLS
6.01d. SALARY SCHEDULE EFFECTIVE 1/1/2015

DEGREE STEP	BS INDEX	BS+10 INDEX	BS+20 INDEX	BS+30 INDEX	MA INDEX	MA+20 INDEX	MA+40 INDEX
0	38,755	40,274	41,855	43,498	45,208	46,983	48,827
1	40,274	41,855	43,498	45,208	46,983	48,827	50,746
2	41,855	43,498	45,208	46,983	48,827	50,746	52,738
3	43,498	45,208	46,983	48,827	50,746	52,738	54,807
4	45,208	46,983	48,827	50,746	52,738	54,807	56,958
5	46,983	48,827	50,746	52,738	54,807	56,958	59,194
6	48,827	50,746	52,738	54,807	56,958	59,194	61,520
7	50,746	52,738	54,807	56,958	59,194	61,520	63,934
8	52,738	54,807	56,958	59,194	61,520	63,934	66,441
9	54,807	56,958	59,194	61,520	63,934	66,441	69,050
10	56,958	59,194	61,520	63,934	66,441	69,050	71,762
11	56,958	61,520	63,934	66,441	69,050	71,762	74,580
12	56,958	61,520	66,441	69,050	71,762	74,580	77,510
13	56,958	61,520	66,441	71,762	74,580	77,510	80,552
14	56,958	61,520	66,441	71,762	77,510	80,552	83,714
15	58,097	62,748	67,771	73,196	79,060	82,164	85,389
20	58,097	62,748	67,771	73,196	80,637	83,807	87,098
25	58,097	62,748	67,771	73,196	82,253	85,482	88,838

MAUMEE CITY SCHOOLS
6.01e. SALARY INDEX

DEGREE STEP	BS INDEX	BS+10 INDEX	BS+20 INDEX	BS+30 INDEX	MA INDEX	MA+20 INDEX	MA+40 INDEX
0	1.0000	1.0392	1.0800	1.1224	1.1665	1.2123	1.2599
1	1.0392	1.0800	1.1224	1.1665	1.2123	1.2599	1.3094
2	1.0800	1.1224	1.1665	1.2123	1.2599	1.3094	1.3608
3	1.1224	1.1665	1.2123	1.2599	1.3094	1.3608	1.4142
4	1.1665	1.2123	1.2599	1.3094	1.3608	1.4142	1.4697
5	1.2123	1.2599	1.3094	1.3608	1.4142	1.4697	1.5274
6	1.2599	1.3094	1.3608	1.4142	1.4697	1.5274	1.5874
7	1.3094	1.3608	1.4142	1.4697	1.5274	1.5874	1.6497
8	1.3608	1.4142	1.4697	1.5274	1.5874	1.6497	1.7144
9	1.4142	1.4697	1.5274	1.5874	1.6497	1.7144	1.7817
10	1.4697	1.5274	1.5874	1.6497	1.7144	1.7817	1.8517
11	1.4697	1.5874	1.6497	1.7144	1.7817	1.8517	1.9244
12	1.4697	1.5874	1.7144	1.7817	1.8517	1.9244	2.0000
13	1.4697	1.5874	1.7144	1.8517	1.9244	2.0000	2.0785
14	1.4697	1.5874	1.7144	1.8517	2.0000	2.0785	2.1601
15	1.4991	1.6191	1.7487	1.8887	2.0400	2.1201	2.2033
20	1.4991	1.6191	1.7487	1.8887	2.0807	2.1625	2.2474
25	1.4991	1.6191	1.7487	1.8887	2.1224	2.2057	2.2923

6.01 f. SALARY SCHEDULE COLUMN ADVANCEMENT

Staff members must have an approved Individual Professional Development Plan, per the local LPDC, in order to advance to columns beyond the Bachelor's degree.

6.02 SUPPLEMENTAL CONTRACTS

- a. All qualified certificated/licensed staff members, regardless of building assignment, may be eligible for any supplemental contract provided that appointment to such assignment does not conflict with the individual's regular teaching/supervisory assignment or with the hours of the Board-established teaching day in the Maumee City School District. Exceptions to this section must be approved by the Superintendent.
- b. All certificated/licensed staff members interested in supplemental contracts shall notify the appropriate building principal or activity director of their interest. Such notification shall be in writing and shall be submitted to the Superintendent by April 1 of each year.
- c. The names of all certificated/licensed staff members recommended to extra assignments shall be submitted to the Board for approval by the July Board meeting, if at all possible, except for club advisors who will be recommended to the Board in September or after it can be determined that there are sufficient members (defined by Section 6.08) to authorize the club(s). All such assignments shall receive compensation as listed in the schedule of extra assignments. A certificated/licensed staff member may accept one (1), two (2), or three (3) assignments. Except where no other arrangements can be made, no certificated/licensed staff member shall be assigned to more than three (3) extra assignments.
- d. If a paid supplemental position is assigned by August, a supplemental contract between the Board and the certificated/licensed staff member will be issued by that time. All supplemental positions will be for one year except as otherwise approved by the Board. All contracts for supplemental positions will be accompanied by a written job description.
- e. All supplemental contracts shall automatically expire at the end of their term without further action or notice by the Board of Education, notwithstanding Ohio Revised Code 3319.11.

Any individual who will not be rehired under a supplemental contract will be notified by the Superintendent by April 30 of each year, except in the case of advisors/coaches of extracurricular activities who would be involved in the bulk of their responsibilities at said date. An individual involved in such activity who will not be rehired for the next school year shall be notified by the Superintendent within fourteen (14) calendar days of the completion of the last contest, activity, or responsibility.

- f. Evaluations and performance of contracted supplemental positions shall not

adversely affect the certificated/licensed staff member's regular teaching/supervisory assignment.

- g. Employees who are on leave or otherwise are unable to perform their duties under a supplemental contract shall not receive any compensation under the supplemental contract. When an employee becomes unable to perform the supplemental duties during the term of a supplemental contract, compensation under the contract will be prorated. A substitute will be secured (if possible) and will receive the remaining prorated compensation.
- h. No lay person shall be employed on a supplemental contract if a certificated/licensed staff member meets the minimum requirements and has no formal written evaluation and/or letter of reprimand from the superintendent or building principal indicating a past problem in any supplemental position previously held. If said documentation does exist, the superintendent or designee has the authority to determine the employee is not qualified for the supplemental position. The superintendent or designee's decision is not grievable.

6.03 ELEMENTARY DEPARTMENTS

- a. Elementary schools with twelve (12) or more full-time certificated/licensed staff members shall have a Primary Department for teachers of kindergarten, grade 1 and grade 2, and an Intermediate department for teachers of grades 3, 4, and 5.
- b. Certificated/licensed staff members will be assigned to one of these departments according to the grade level of the students they teach. Certificated/licensed staff members who work with students in more than one grade level shall be assigned to a department according to the distribution of students in their case loads.
- c. Special area teachers in the elementary schools will not be members of either the Primary or Intermediate Department.

6.04 MIDDLE SCHOOL DEPARTMENTS AND TEAMS

- a. At the middle school there will be one (1) Special Education, one (1) Enrichment, one (1) Sixth Grade, and four (4) Subject Area (Language Arts, Math, Social Studies, Science) department chairpersons who will be elected and compensated, per the Supplemental Pay Schedule, based on the number of members in their departments. One member of each sixth grade team will be designated the language arts, mathematics, science, or social studies subject area specialist for that team and will have a vote in the election of the four subject area department chairs.
- b. There will also be at the middle school six (6) academic team leaders, one for each team at each grade level. These six academic team leaders will be

elected by the same process as are department chairpersons, and they will be compensated per the Supplemental Pay Schedule. Whenever possible, middle school department chair and middle school team leader positions shall be filled by separate individuals.

- c. At the middle school, certificated/licensed staff members who are assigned to attend a team meeting for an entire school year will be full-time members of that team. Staff members who are assigned to attend a team meeting every day for one semester or every other day for the entire school year will be part time members of the team.
- d. At the middle school teaching three (3) or more classes per every day constitutes full-time membership in a department.
- e. Three or more certificated/licensed staff members constitute a department in the middle school.

6.05 HIGH SCHOOL DEPARTMENTS

- a. At the high school, certificated/licensed staff members who teach at least nine (9) or more trimester classes in a department will be full-time members of that department. Those teaching fewer than nine (9) trimester classes will be part time members of the department,
- b. Three or more certificated/licensed staff members constitute a department in the high school.

6.06 DEPARTMENT CHAIRS AND TEAM LEADERS

- a. Department and team designations shall be determined by October 1 of each school year and submitted in writing to the building principal and posted within each building.
- b. Each department chairperson and middle school team leader for the following school year shall be selected by majority vote of the members of the department or team no later than May 15 of each year following the election procedures set forth in the Appendix.
- c. If a department includes members from more than one building, the department chairperson shall be elected by a majority vote of members of that department.
- d. Certificated/licensed staff members meeting the following criteria shall be eligible for election or appointment as department chairs or middle school team leaders:
 - (1) Full-time teaching in the department or on the team.

- (2) Within the past four years, two years experience in the department (for department chairs) or two years experience on any team in the building (for middle school team leaders).
- (3) Track 1 or Track 2 status in the Professional Development and Evaluation Program.
- (4) Evidence of professional growth activities during the past two (2) years, and
- (5) A willingness to adhere to the job description of department chairs or middle school team leader.

Criteria #1, 2, 3 and 4 (above) may be waived for all members of any department or team in which there are fewer than two (2) certificated/licensed staff members who qualify.

- e. Department chairpersonships and middle school team leader positions to be filled shall be posted in each building on April 15 or the school work day closest to that date. Persons interested in serving as chairperson of their respective departments or team leaders of their respective departments or team leaders of their middle school teams for the succeeding school year shall submit the Department Chairperson/Team Leader Application form to the building principal by May 1.
- f. The Chairperson for each department or team leader for each team will be chosen from those who have submitted a timely application and who meet the posted criteria as certified by the building principal.

This choice shall be made by majority vote of the members of each department or team, voting by secret ballot, no later than May 15. Full-time members of the department or team shall have two (2) votes, and part time member of the department or team shall have one (1) vote. In the case of a tie vote, or in the case of no person receiving a simple majority of the votes case, the department or team shall be given the opportunity to re-vote one (1) time only. If the re-vote results in a tie, or there is a lack of a majority for any one person of the department or team, the building principal will appoint the department chairperson or team leader from those tied in the voting, or from the two people receiving the most votes.

- g. The term of all department chairpersons and academic team leaders will be assumed on July 1 of each year, unless a vacancy occurs through the resignation, RIF, or retirement of the existing department chair or team leader prior to that date. There shall be a non-administrative, certificated/licensed staff member who shall act as the department chair (and be compensated according to the Supplemental Pay Schedule) for each department consisting of at least three (3) members, each of whom teaches three (3) or more classes per day in the department. There shall be a non-administrative, certificated/licensed staff member who shall act as the team leader (and be compensated according to the Supplemental Pay Schedule) for each of the academic teams in the middle school.

- h. Each department chairperson shall hold a minimum of two (2) department meetings each school year and shall submit the minutes of every department meeting to the Superintendent or designee within ten (10) working days after the meeting.

6.07 Supplemental Contract Schedule

I. Supplemental Contract Schedules

MAUMEE CITY SCHOOLS SUPPLEMENTAL PAY SCHEDULE

	#	BASE RATIO	1/1/2013 \$37,250 \$7,823	1/1/2014 \$37,995 \$7,979	1/1/2015 \$38,755 \$8,139
Athletic/Activity Director - MS	1	0.700	5,476	5,585	5,697
Asst. Athletic/Activity Supervisor - HS		1.000	7,823	7,979	8,139
Audio Visual Coordinator - MS	1	0.340	2,660	2,713	2,767
Audio Visual Coordinator - HS	1	0.445	3,481	3,551	3,622
Authorized Clubs - Advisor					
Club - Art	1	0.179	1,400	1,428	1,457
Club - Bookstore - HS	1	0.179	1,400	1,428	1,457
Club - Bookstore - MS	1	0.179	1,400	1,428	1,457
Club - Bowling	1	0.179	1,400	1,428	1,457
Club - Chemistry	1	0.179	1,400	1,428	1,457
Club - Chess FF	1	0.179	1,400	1,428	1,457
Club - Chess FM	1	0.179	1,400	1,428	1,457
Club - Chess WT	1	0.179	1,400	1,428	1,457
Club - Computer Club - 6th	1	0.179	1,400	1,428	1,457
Club - Computer Club - 7/8th	1	0.179	1,400	1,428	1,457
Club - Fishing	1	0.179	1,400	1,428	1,457
Club - French	1	0.179	1,400	1,428	1,457
Club - German	1	0.179	1,400	1,428	1,457
Club - Jets	1	0.179	1,400	1,428	1,457
Club - Math Counts	1	0.179	1,400	1,428	1,457
Club - Mille Borne (Games)	1	0.179	1,400	1,428	1,457
Club - Power of the Pen	1	0.179	1,400	1,428	1,457
Club - Quiz Bowl - MS	1	0.179	1,400	1,428	1,457
Club - Safety Patrol - FF	1	0.179	1,400	1,428	1,457
Club - Safety Patrol - FM	1	0.179	1,400	1,428	1,457
Club - Safety Patrol - WT	1	0.179	1,400	1,428	1,457
Club - Science Olympiad	1	0.179	1,400	1,428	1,457
Club - Ski	1	0.179	1,400	1,428	1,457
Club - Spanish	1	0.179	1,400	1,428	1,457
Club - Student Council - FF	1	0.179	1,400	1,428	1,457
Club - Student Council - FM	1	0.179	1,400	1,428	1,457
Club - Student Council - WT	1	0.179	1,400	1,428	1,457
Club - Technology Club Advisor-HS	1	0.179	1,400	1,428	1,457
Authorized Clubs - Assistant Advisor	1	0.125	978	997	1,017
Band Director	1	1.000	7,823	7,979	8,139
Band Director - Assistant	2	0.700	5,476	5,585	5,697
Baseball - HS - Head	1	0.636	4,975	5,075	5,176
Baseball - HS - Assistant	2	0.445	3,481	3,551	3,622
Baseball - HS - Suburban	1	0.227	1,776	1,811	1,847
Basketball - HS - Head Boys	1	1.000	7,823	7,979	8,139
Basketball - HS - Head Girls	1	1.000	7,823	7,979	8,139
Basketball - HS - Assistant Boys	3	0.700	5,476	5,585	5,697
Basketball - HS - Assistant Girls	3	0.700	5,476	5,585	5,697

Continued ----- 6.07 Supplemental Contract Schedule

I. Supplemental Contract Schedules

**MAUMEE CITY SCHOOLS
SUPPLEMENTAL PAY SCHEDULE**

	#	BASE RATIO	1/1/2013 \$37,250 \$7,823	1/1/2014 \$37,995 \$7,979	1/1/2015 \$38,755 \$8,139
Basketball - MS - Boys	1	0.600	4,694	4,787	4,883
Basketball - MS - Boys	2	0.600	4,694	4,787	4,883
Basketball - MS - Girls	2	0.600	4,694	4,787	4,883
Bowling - HS	1	0.227	1,776	1,811	1,847
Cheerleading Advisor - HS	1	0.541	4,232	4,317	4,403
Cheerleading Advisor - HS - Assistant	1	0.375	2,933	2,992	3,052
Cheerleading Advisor - MS	1	0.375	2,933	2,992	3,052
Choral Director - HS	1	0.363	2,840	2,896	2,954
Choral Director - MS	1	0.254	1,987	2,027	2,067
Class Advisor - HS - Senior	1	0.340	2,660	2,713	2,767
Class Advisor - HS - Junior	1	0.340	2,660	2,713	2,767
Class Advisor - HS - Freshman Sophomore	1	0.179	1,400	1,428	1,457
Class Advisor - HS - Assistant Senior	1	0.254	1,987	2,027	2,067
Class Advisor - HS - Assistant Junior	1	0.254	1,987	2,027	2,067
Cross Country - HS - Boys	1	0.409	3,199	3,263	3,329
Cross Country - HS - Girls	1	0.409	3,199	3,263	3,329
Cross Country - MS - Boys	1	0.375	2,933	2,992	3,052
Cross Country - MS - Girls	1	0.375	2,933	2,992	3,052
Data Coordinator/EMIS	1	0.600	4,694	4,787	4,883
Debate Coach- HS	1	0.541	4,232	4,317	4,403
Department Chairperson (9+ in dept)	3	0.409	3,199	3,263	3,329
Department Chairperson (6-8 in dept)	7	0.363	2,840	2,896	2,954
Department Chairperson (3-5 in dept)	9	0.320	2,503	2,553	2,604
Drama (per play) - HS	1	0.320	2,503	2,553	2,604
Drama (per play) - HS - Assistant	1	0.254	1,987	2,027	2,067
Drama (per play) - MS	1	0.320	2,503	2,553	2,604
Drama (per play) - MS - Assistant	1	0.227	1,776	1,811	1,847
Drama Choreographer - HS	1	0.179	1,400	1,428	1,457
Drama Stage (per play) - HS	1	0.254	1,987	2,027	2,067
Drama Stage (per play) - MS	1	0.227	1,776	1,811	1,847
Drama Vocal Director - HS	1	0.254	1,987	2,027	2,067
Equipment Manager-HS	1	0.363	2,840	2,896	2,954
Football - HS - Head	1	1.000	7,823	7,979	8,139
Football - HS - Assistant	7	0.700	5,476	5,585	5,697
Football - MS	4	0.600	4,694	4,787	4,883
Golf - HS - Boys	1	0.409	3,199	3,263	3,329
Golf - HS - Girls	1	0.409	3,199	3,263	3,329
Gymnastics - HS	1	0.773	6,047	6,168	6,291
Gymnastics - HS Assistant	1	0.541	4,232	4,317	4,403
Intramurals - MS	2	0.409	3,199	3,263	3,329
Mentor	*	0.125	978	997	1,017
National Honor Society - HS	1	0.179	1,400	1,428	1,457
National Honor Society - HS - Assistant	1	0.125	978	997	1,017
Newspaper - HS	1	0.541	4,232	4,317	4,403

Continued ----- 6.07 Supplemental Contract Schedule

I. Supplemental Contract Schedules

**MAUMEE CITY SCHOOLS
SUPPLEMENTAL PAY SCHEDULE**

	#	BASE RATIO	1/1/2013 \$37,250 \$7,823	1/1/2014 \$37,995 \$7,979	1/1/2015 \$38,755 \$8,139
Newspaper - MS	1	0.320	2,503	2,553	2,604
Orchestra Director	1	0.363	2,840	2,896	2,954
Orchestra - Assistant	1	0.179	1,400	1,428	1,457
Quiz Bowl - HS	1	0.227	1,776	1,811	1,847
Select Choir - HS	1	0.254	1,987	2,027	2,067
Soccer - HS - Boys Head	1	0.636	4,975	5,075	5,176
Soccer - HS - Girls Head	1	0.636	4,975	5,075	5,176
Soccer - HS - Boys Assistant	1	0.445	3,481	3,551	3,622
Soccer - HS - Girls Assistant	1	0.445	3,481	3,551	3,622
Softball - HS - Head	1	0.636	4,975	5,075	5,176
Softball - HS - Assistant	2	0.445	3,481	3,551	3,622
Speech Coach - HS	1	0.541	4,232	4,317	4,403
Student Council - HS	1	0.363	2,840	2,896	2,954
Student Council - HS - Assistant	1	0.254	1,987	2,027	2,067
Student Council - MS	1	0.254	1,987	2,027	2,067
Team Leader - MS	6	0.179	1,400	1,428	1,457
Technology Resource Specialist - Elem FF	2	0.254	1,987	2,027	2,067
Technology Resource Specialist - Elem FM	2	0.254	1,987	2,027	2,067
Technology Resource Specialist - Elem WT	2	0.254	1,987	2,027	2,067
Tennis - HS - Boys	1	0.409	3,199	3,263	3,329
Tennis - HS - Girls	1	0.409	3,199	3,263	3,329
Ticket Manager - HS	1	0.700	5,476	5,585	5,697
Track - HS - Head Boys	1	0.636	4,975	5,075	5,176
Track - HS - Head Girls	1	0.636	4,975	5,075	5,176
Track - HS - Assistant Boys	1	0.445	3,481	3,551	3,622
Track - HS - Assistant Girls	1	0.445	3,481	3,551	3,622
Track - MS	4	0.409	3,199	3,263	3,329
Trainer - HS - Fall	1	0.700	5,476	5,585	5,697
Trainer - HS - Spring	1	0.445	3,481	3,551	3,622
Trainer - HS - Winter	1	0.700	5,476	5,585	5,697
Volleyball - HS - Head	1	0.636	4,975	5,075	5,176
Volleyball - HS - Assistant	2	0.445	3,481	3,551	3,622
Volleyball - MS	2	0.409	3,199	3,263	3,329
Weight Training - HS	1	0.254	1,987	2,027	2,067
Wrestling - HS - Head	1	0.773	6,047	6,168	6,291
Wrestling - HS - Assistant	2	0.541	4,232	4,317	4,403
Wrestling - MS	2	0.445	3,481	3,551	3,622
Yearbook - HS	1	0.541	4,232	4,317	4,403
Yearbook - HS - Business Manager	1	0.409	3,199	3,263	3,329
Yearbook - MS	1	0.320	2,503	2,553	2,604
Yearbook - Elem	4	0.227	1,776	1,811	1,847
Youth to Youth Advisor - MS	1	0.179	1,400	1,428	1,457
Youth to Youth Advisor - HS	1	0.179	1,400	1,428	1,457

6.08 AUTHORIZED CLUBS

Authorized clubs shall be determined by the Department Head (providing club is under the auspices of a department), Building Principal, and Superintendent. All authorized clubs shall have at least fourteen (14) meetings per year plus one (1) major project and/or activity as determined by the Advisor; all club meetings shall be attended by and supervised by the club advisor unless a request to the contrary has been submitted and approved, in advance, by the Advisor's immediate superior. No club with less than ten (10) student members will be authorized without the express approval of the Board, and no club with less than fifty (50) members shall have an assistant advisor. Two reports of the yearly meetings and projects will be submitted to the appropriate supervisor/building principal. The due dates for these reports will be determined by the appropriate supervisor/building principal.

6.09 SUPPLEMENTAL CONTRACT COMMISSION

- a. The Supplemental Contract Commission shall be made up of one elementary administrator, two elementary certificated/licensed staff members, one middle school administrator, two middle school certificated/licensed staff members, two high school administrators (one of whom shall be the Athletic/Activities Director), and two high school certificated/licensed staff members (distributed to attain a broad spectrum of interests). The administrative members of this Commission shall be appointed by the Superintendent, and the certificated/licensed staff members shall be selected by the Maumee Education Association. Commission members will be selected prior to October 1 of each school year. A chairperson shall be elected by majority vote of the members of the Commission, and shall serve a term of one (1) school year. There shall be a term limitation of one (1) school year for any chairperson of said Commission. The names of all members of said Commission, its Chairperson, and the provisions of this section of the Agreement (6.09) shall be publicized by the Board to all members of the certificated/licensed staff every year with the last paycheck in January.
- b. There shall be a meeting of said Commission [providing there has been at least one (1) appeal presented, in writing, no later than fifteen (15) days before Winter Break or fifteen (15) days prior to the end of the school year, whichever is closer. Said meetings shall be publicized by the Association via posting in each school's faculty conference and planning rooms at least seven (7) days prior to the meeting. Each individual or activity submitting an appeal will be invited to attend the meeting at which the appeal is to be heard, and given the chance to make a presentation. The Chairperson shall be responsible for taking minutes and posting them in each school's conference and planning rooms within seven (7) days after each Commission meeting that is held.
- c. This Commission will remain in existence through the life of this Agreement to consider any requests presented for positions to be added or deleted to or from the Supplemental Pay Schedule(s). The Commission will also consider issues

related to compensation. There shall be a limit of one (1) appeal per school year regarding any position.

- d. The Chairperson of said Commission shall present the recommendations of the Commission to the Superintendent within ten (10) days after each Commission meeting. The Superintendent shall respond, in writing, to the Chairperson within ten (10) days after the Chairperson makes his/her report. If four (4) or more members of the Supplemental Contract Commission are dissatisfied with the Superintendent's response, the Commission Chairperson shall then present the matter to the appropriate committee of the Board of Education.
- e. Any additions/deletions/modifications in the Supplemental Pay Schedule shall be submitted to the respective parties to this Agreement for ratification, even if during the term of this Agreement.
- f. When the Board of Education agrees to participate in a sport which is a Northern Lakes League sanctioned sport, the coach(es) for said sport will be hired and compensated by the Board of Education. The salary for any new supplemental contract position created by the Board shall be recommended by the Supplemental Contract Commission.

6.10 SPECIAL RATES OF PAY

- a. Effective January 1, 2008, home instruction, planning period substitution, summer school, Saturday in-school suspension, and any other teaching assignments beyond the certificated/licensed staff member's regular class schedule [except for situations provided for in 6.10(b)] will be compensated at the hourly rate of twenty-six dollars (\$26.00). Summer school teachers who have more than thirty-five (35) students in a class will be paid an additional ten percent (10%).
- b. A certificated/licensed staff member teaching at Maumee High School who voluntarily agrees to an administrative request to teach an extra assignment beyond the normal class load for one, two, or three trimesters shall be compensated at the rate of eighty-two dollars (\$82.00) per day of such assignment effective January 1, 2005. A certificated/licensed staff member teaching at Gateway Middle School who voluntarily agrees to an administrative request to teach an extra assignment beyond the normal class load shall be compensated at the rate of \$58.00 per day of such assignment effective January 1, 2005.

There shall be no Reduction-In-Force associated with paying certificated/licensed staff members to teach extra assignments according to this Section.

- c. Certificated/licensed staff members designated to participate in curriculum design and textbook selection beyond the normal requirements of their regular duties shall receive additional compensation at the hourly rate set forth in 6.10 above or may be granted released time in lieu thereof. This sentence above shall not be construed to relieve certificated/licensed staff members of all curriculum and textbook selection studies as part of their regular duties, but will

provide for those situations where service is required beyond certificated/licensed staff members' normal work day as defined in Section 10.07.

d. Elementary Diagnostic Test

State Mandated Elementary Diagnostic – Grades 1 and 2

If the state requires the whole class to be tested with the long form of the State's Diagnostic Assessment System Test, teachers will be compensated for scoring tests outside the workday a maximum of ten minutes per subject test per student, not to exceed 750 minutes total. The form to be completed to receive this compensation is found in the Appendix of this agreement.

6.11 LONGEVITY & LONGEVITY INCREMENT

Longevity increments will continue to be paid for the life of this Agreement only to those non-administrative certificated/licensed staff members who had ten (10), fifteen (15), twenty (20) and twenty-five (25) years or more of experience in the Maumee City Schools as of September, 1986, in the same amount as these individual staff members received in the 1986-87 school year.

Also those persons who become eligible for the \$500 longevity increment (based on 10 years experience in the Maumee City Schools) in September of 1987, and any subsequent year(s) of this Agreement, shall receive the \$500 increment.

Only those certificated/licensed staff members employed prior to 1/1/90 will become eligible for the increment described in the preceding two (2) paragraphs.

6.12 EXTENDED TIME

When assigned for extended service and in consideration of the duty to be performed, the Board agrees to pay a certificated/licensed staff member an amount based on his/her placement on the appropriate Maumee salary schedule at a per diem rate. For employees hired to perform extended time positions, for the first time, after December 31, 1995, extended time schedules will be solely determined by the Superintendent or designee. Employees may not use personal leave days when working extended time days. For employees hired for extended time positions prior to December 31, 1995, during the life of this Agreement, the Board shall not reduce the extended time of any individual approved for such time for the 1995-96 school year from the level for which he/she is being compensated in that school year.

The MEA president shall be informed, in writing, of any increases in extended time for persons receiving it in 1995-96 and/or of any additional persons approved by the Board to receive extended time.

6.13 TUITION REIMBURSEMENT

During the life of this Agreement, and beginning with course work completed after February, 1987, non-administrative certificated/licensed staff members who pursue graduate college credit beyond a master's degree plus forty (40) semester hours will be reimbursed the tuition and required educational fees of such college course work according to the following guidelines. Beginning with the 2002-03 school year, to qualify for tuition reimbursement, eligible staff members must have an approved Individual Professional Development Plan per the local LPDC.

1. The course work must be directly related to the staff member's full-time professional responsibility.
2. The course work must be approved in advance.
3. The certificated/licensed staff member must provide an official transcript.

Such tuition and required educational fees reimbursement shall be limited to a maximum of eight (8) semester hours or twelve (12) quarter hours per calendar year.

6.14 MILEAGE

Certificated/licensed staff members who are required to use their personal automobiles for Board business shall be compensated at the current Internal Revenue Service rate per mile.

6.15 CERTIFICATED/LICENSED TUTORS

- a. Certificated/licensed tutors employed by the Maumee City Schools shall be compensated, for hours worked, during the first year of employment based on a proportionate amount of the salary specified in the negotiated Salary Schedule, per their training and experience. Thereafter movement on the Salary Schedule shall be governed by Section 6.01 of this Agreement, up to a maximum of a BA+10 and five (5) years of experience.
- b. Tutors who are scheduled to work at least fifty-five percent (55%) or more of the teacher's regular work day as defined in this Agreement for at least 120 days or more per year shall be guaranteed all rights and benefits contained within this Agreement. Tutors who work less than fifty-five percent (55%) of the teacher's regular workday shall receive only those benefits specified in Section 11.05 of this Agreement.
- c. English as a Second Language (ESL) tutors' hourly rate as defined in 6.15a is set based on placement on the salary schedule (6.01).

The maximum paid planning time for the ESL tutor will not exceed the weekly planning time for a full-time high school staff member per 10.07b of the negotiated agreement.

- c. Tutors who work at least one (1) hour per day for 120 days or more each year shall be eligible to be recommended for Continuing Contract under the same provisions as are other certificated/licensed staff members, but will have bumping rights under Article XII (Reduction in Force) applicable only to other tutoring positions at the same percentage or less.
- e. Tutors who apply will be guaranteed an interview when a position is available in an area for which they have appropriate certification and for which they meet the minimum posted requirements.
- f. All certificated/licensed teachers and tutors who are presently employed at less than full-time and have a continuing contract will be granted the next available full-time position in an area for which they have the appropriate certification and meet the minimum posted requirements.
- g. When a part-time teacher having a continuing contract is in a position that is eliminated, that teacher will be offered a full-time vacant position for which he/she is certified. Refusal of that position will terminate employment for the following school year.
- h. Tutors who are not offered contracts for the following school year shall be considered RIFed, unless non-renewed for cause, and if RIFed shall be subject to the provisions of Article XII (Reduction In Force) and paragraph three above.

6.16 OUTDOOR EDUCATION

- a. When an Outdoor Education Program is held, extra compensation shall be given to certificated/licensed staff members who participate in the program in the amount of one hundred fifty dollars (\$150.00) per night for each night spent at camp, not to exceed a total of six hundred dollars (\$600.00) per certificated/licensed staff member, per Outdoor Education session. This compensation will be paid by the Board of Education in one sum to be included in a paycheck issued within thirty (30) days after the completion date of the Outdoor Education program in which the certificated/licensed staff member participated.
- b. The high school staff member responsible for recruiting, screening, and assigning student counselors for the Outdoor Education Program will receive a stipend of one hundred fifty dollars (\$150) each year he/she carries out these responsibilities. This stipend will be included in a paycheck issued within thirty (30) days of the completion of the Outdoor Education Program.

6.17 PLANNING PERIOD SUBSTITUTION - Grades K-12

- a. Assignment of a teacher during his/her planning period to substitute for an

absent colleague shall ordinarily be on a voluntary basis; however, a teacher may be required to substitute during his/her planning period when the Administration determines an emergency situation exists which necessitates such assignment. All employees who are requested to substitute in an emergency situation as determined by the administration will not receive reimbursement for the first requested period each school year.

- b. The hourly rate in Section 6.10 will be paid to any certificated/licensed staff member in grades K-12 who is requested by a building administrator to be responsible for additional classroom supervision in lieu of the hiring of a substitute. This includes but is not limited to:
 - 1) placing a class in a study hall, commons or library;
 - 2) "doubling up" on classes;
 - 3) substituting during one's conference and planning period; and
 - 4) supervising elementary noon recess when a non-certificated/licensed staff member is unavailable.

The building administrator shall be responsible for the confirming of said substitutes in all cases.

- c. If a paid substitute is necessary to release a staff member to attend faculty council, the cost of said substitute shall be borne equally by the MEA and the Board of Education.

6.18 SEVERANCE PAY

- a. The Board authorizes severance pay for all certificated/licensed staff members eligible under one of the following two conditions (1) or (2) below:
 - (1) An eligible certificated/licensed staff member is a certificated/licensed staff member who has a minimum of ten (10) years service in the Maumee City School District, the State or any Ohio political subdivision, has left employment with the Maumee School District, and has immediately thereupon been accepted and approved for retirement benefits from the State Teachers Retirement System or who has died while in employment with the Maumee School District, in which case the payment authorized shall be made to the estate of the deceased. An eligible certificated/licensed staff member shall receive his/her payment within thirty (30) days following receipt of the first check from the State Teachers Retirement System or at a mutually agreed upon later date within one year of eligibility.
 - (2) Or an eligible certificated/licensed staff member is one who has a minimum of fifteen (15) years service in the Maumee City School District,

and who has submitted a written, notarized statement expressing his/her intent to permanently discontinue active service with any agency of state government. An eligible certificated/licensed staff member shall receive his/her payment within thirty (30) days of request or at a mutually agreed upon later date within one year of eligibility. In case of death, after meeting this condition of eligibility, severance payment will be made to the estate of the deceased.

- b. During the life of this Agreement, the Board shall provide severance pay to eligible certificated/licensed staff members who have worked throughout the 2004-2005 or the 2005-2006 or the 2006-2007 school years in an amount equal to twenty-seven percent (27%) of each member's accumulated sick leave.
- c. The daily rate of pay will be the eligible certificated/licensed staff member's per diem pay in effect at the time of retirement or death, calculated on the annual base salary plus longevity. Three (3) additional days of severance pay will be granted to any staff member who submits his/her retirement letter prior to March 15.
- d. No certificated/licensed staff member shall collect severance pay more than once. Receipt of severance pay under this provision shall eliminate all accumulated sick leave credit.
- e. The Maumee Board of Education and the Maumee Education Association agree to provide an Accumulated Leave Plan for retiring employees. This plan is not an option but, per the rules of the plan, will serve the Maumee Education Association members who retire and are 55 years of age or over.

Prior to the May Board of Education meeting, the Maumee Board of Education and the Maumee Education Association will annually review participation in the Accumulated Leave Plan.

6.19 PROFESSIONAL DEVELOPMENT STIPENDS

- a. A stipend will be paid to each certificated/licensed staff member, other than administrators or supervisors, who participate in at least twelve (12) clock hours of professional development activities related to the individual's certificated/licensed area/classroom teaching duties only. Beginning with the 2007-2008 school year, up to twenty (20) clock hours may be completed. Payment will be made per the following schedule: 12 hours \$400, 15 hours \$500 and 20 hours \$650. These professional development activities must be:
 - (1) from July 1 through June 30 and outside of the teacher work day,
 - (2) related to the individual's professional responsibilities with the Maumee City Schools,

- (3) approved in advance through submission of the appropriate request form,
- (4) activities for which no reimbursement is made to the participant nor no expenses incurred by the Board as a result of the individual's participation in the activity,
- (5) course work and CEUs may be used to obtain said stipend if they are not used to advance on the salary schedule, and
- (6) beginning with the 2002-03 school year, related to an approved individual professional development plan proposal per the LPDC.

Such stipend shall be paid in the second pay in August.

- b. All certificated/licensed staff members employed after July 1, 2002, will be required to participate in the Pathwise Training Program within two (2) years of their employment with the Maumee City Schools or provide satisfactory written evidence of having previously completed Pathwise training unless excused in writing by the Superintendent because of extenuating circumstances.

Certificated/licensed teachers who agree to be instructors in the Pathwise training program will be compensated on the supplemental pay schedule at the index ratio of 0.125.

6.20 MENTORSHIP

“Per OAC 3301-24-04, a mentor will be provided to teachers required by law to have a mentor. Teachers must be certified in accordance with state requirements to serve as mentors. The teacher will receive the equivalent of five release days per semester to fulfill the duties of the mentorship program established by the district. The provision continues only so long as the state requires by law a mentor program for entry year teachers. The mentor will be recommended by the LPDC with approval of the superintendent”.

6.21 NATIONAL BOARD CERTIFICATION

Certificated/Licensed employees maintaining active National Board certification will receive a \$500 stipend each year for five years. The stipend will be provided once the recipient has submitted to the Superintendent's office a copy of his/her National Board certificate.

Certificated/Licensed employees pursuing National Board Certification will be granted one professional day during the school year in which they apply for National Board Certification.

**ARTICLE VII
PAYROLL PROCEDURES**

7.01 PAY PERIODS

- a. Salaries will be paid bi-weekly, on Friday, barring extenuating circumstances, e.g., snow days, machine breakdowns, etc. Beginning with the 1998-99 school year it is acknowledged that once every 5-7 years there will be twenty-seven (27) pays instead of the customary twenty-six (26). This will address the payroll lag which occurs every 5-7 years. The 27th pay date will be one week following the 26th pay.

b. PAY CHECK DELIVERY

If a payday occurs on a day when schools are closed because of a weather-related calamity, the following procedures will be followed:

Paychecks will be delivered by the Treasurer's Office to the building principals or the Supervisors of Food Service, Transportation, and Buildings and Grounds. Staff members will then be able to pick up their paychecks from the building principal or supervisor at the building or location at which they would normally receive that paycheck.

Paychecks in a situation described above would be available on the calamity day from 2:00 - 3:00 p.m. only.

The above procedures for paycheck delivery on a calamity day will apply in those situations where mechanical breakdowns have not prevented the paychecks from being printed and when weather conditions are not so severe as to prevent travel to the buildings.

During the school year, the Board will mail, at Board expense, the paychecks that fall due on days when school is not in session to all certificated/licensed staff members no later than noon on the Thursday preceding the Friday payday, barring extenuating circumstances, e.g., snow days, machine breakdowns, etc.

All paychecks during the summer months will be mailed to all certificated/licensed staff members no later than noon on the Thursday preceding the Friday payday, barring extenuating circumstances, e.g., machine breakdowns, etc.

c. DIRECT DEPOSIT

All certificated/licensed teachers will be paid by direct deposit into a checking

or savings account at a financial system that is part of the Federal Reserve System.

Funds will be credited to the individual participating employee's account on each of the pay days. Once funds have been transferred to the receiving bank(s), the bank(s) become responsible for deposits into the employee's account. Participants in direct deposit will receive a pay stub each pay date with the same information as regular paychecks.

d. CREDIT UNION/TAX SHELTERED ANNUITIES

1. CREDIT UNION

Payroll deductions for credit unions will be permitted only for the Maumee Educators Federal Credit Union.

2. TAX SHELTERED ANNUITIES

The Treasurer's Office will continue to provide payroll deductions for tax-sheltered annuities for the companies on file only so long as the current participants are employees of the Maumee City Schools.

The list of annuity insurance carriers will be maintained at no more than 36 carriers. During the life of this Agreement, any unused annuity insurance carriers on the list may be replaced with a new carrier upon request. Any changes to annuities shall be in accordance with IRS regulations.

e. ADDITIONAL PAYROLL DEDUCTIONS

During the life of this Agreement, no new voluntary payroll deductions will be implemented except those related to participation in Section 125 of the Internal Revenue Code.

All deposits into tax sheltered annuities and IRS 125 accounts will be made within thirty (30) days of the pay period from which the deductions were made.

7.02 SALARY DESIGNATION SHEETS

The Board will provide salary designation sheets to all certificated/licensed staff members. (This is governed by RC3319.12, which currently requires an annual reporting not later than the first day of July.)

7.03 TIMELY REIMBURSEMENT/OTHER COMPENSATION

The Board shall reimburse personnel for monies earned (curriculum study, etc.) and spent (mileage, Board approved professional meeting expenses, etc.) by separate check within fourteen (14) days from the date authorized documentation

is received in the Treasurer's office, and barring extenuating circumstances such as snow days, machine breakdown, etc.

7.04 STRS PICK-UP

The Board will effect a paper (pre-tax) pick-up of the STRS for all certificated/licensed staff members.

**ARTICLE VIII
SALARY SCHEDULE PLACEMENT**

8.01 ALTERNATIVE CREDITS

a. Travel - Application for travel must be filed with the Superintendent of Schools thirty (30) days prior to the time the applicant requests credit. The application is to contain an outline of the proposed trip and the values to be derived in relationship to professional assignment. The Superintendent will evaluate the proposal according to the following criteria:

- (1) Professional Assignment - Values directly related
- (2) Purpose of travel
- (3) Length of time and mode of travel

Credit hours may be awarded as follows:

- (1) Maximum of three (3) semester credit hours for any one trip.
- (2) Maximum of five (5) semester credit hours within a five-year period.

Approved hours will only be granted once a written summary is provided.

b. Articles Published in Professional and Non-Professional Journals

Criteria for granting credit:

- (1) Scope of Journal--national, state, etc.
- (2) Article to be evaluated as to quality by the Superintendent and Building Principal.
- (3) One (1) credit hour for each article - Maximum of three (3) semester credit hours within a five-year period.

c. Office Held in Professional Organization other than the Maumee Education Association, Ohio Education Association, National Education Association, or other organizations representing certificated/licensed personnel - One (1) semester credit hour for each office; maximum of three (3) semester credit hours within a five-year period.

d. A certificated/licensed staff member to advance horizontally on this schedule must have a minimum of five (5) semester hours of additional educational

training. No advancement can be made by Alternative Credit alone.

- e. Credit will not be allowed toward salary adjustment in the current school year for any event, as described in 8.01 a, b, and c above, occurring or completed after the school year officially begins.

8.02 COLLEGE CREDIT

- a. Credit hours will not be allowed toward salary adjustment for additional hours beyond the requirements of the degree, but taken prior to the degree date.

Example: Degree received on June 1, 1981. Credit on schedule for training cannot be higher than level of degree even though additional hours beyond those necessary for the degree were taken prior to the degree date.

- b. College credit for purposes of advancement on the salary schedule must be graduate hours from an accredited college or university.

8.03 PLACEMENT ON SALARY SCHEDULE

After placement on the salary schedule has been determined at the time of a certificated/licensed staff member's employment with the Maumee City Schools, his/her **movement on the salary schedule will be governed by 8.04 below.**

8.04 MOVEMENT ON SALARY SCHEDULE

- a] Upon the submission of verifiable evidence (e.g., grade slips, letters from professors, etc. that would be verifiable once an official transcript is available) of additional training credit, adjustments shall be made for certificated/licensed staff members who complete additional course-work and wish to advance on the salary schedule during the school year at the semester break. Said evidence shall be submitted to the Superintendent's office four (4) weeks after the end of the first semester. Payment will be one-half the yearly increment allowable, and the adjustment will be reflected in the first regular paycheck in March.
- b] If the verifiable evidence of additional training credit is received by the Superintendent's office by October 1, the certificated/licensed staff member will qualify for 100% of the yearly increment allowable, and the adjustment will be reflected in the second regular paycheck in October.
- c] Movement to the Master's column of the salary schedule shall occur, according to the above time schedule, based on the date of graduation or evidence on an official transcript indicating that the Master's degree has been awarded.
- d] Further, any certificated/licensed staff member who has one hundred twenty (120) days or more of experience within one school year shall be granted a one-year

experience increment on the salary schedule. Additionally, any certificated/licensed staff member who earns 90+ days credit in each of two (2) or more school years in Maumee shall be granted a one-year experience increment on the salary schedule.

8.05 RE-EMPLOYMENT OF STRS RETIRED TEACHERS

- a. The Board may, but is not obligated to, reemploy teachers who retire under STRS. If a STRS teacher is re-employed, that teacher is considered a new teacher to the district and has no previously accumulated seniority or service credit for purposes of severance. The Board may elect, in lieu of providing health insurance, to pay the additional cost of an STRS health insurance plan. Re-employed STRS retired teachers are not eligible for a continuing contract.
- b. All STRS retired teachers who are re-employed by the board will be placed at Step 0 Bachelor's + 20. If the teacher does not have hours beyond a Bachelor's degree, he/she will be placed at Step 0 Bachelor's + 0.

ARTICLE IX LEAVE PROVISIONS

9.01 GENERAL LEAVE PROVISIONS

- a. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse the Board for premium costs. Those individuals on paid leaves shall have their insurance premiums paid by the Board.
- b. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. The Superintendent will make reasonable efforts to accommodate the request of the certificated/licensed staff member. Employees on leave will return only to vacant positions for which they are qualified. In the event that no such vacant position exists, the reduction in force procedures of this Agreement shall apply and the Board may elect the program(s) in which the reduction in force is to occur.
- c. A leave of absence will terminate automatically if the employee's contract is not renewed as a result of a reduction in force.

9.02 SICK LEAVE

- a. Unused sick leave is cumulative to a maximum of 325 (2007-2008), 330 (2008-2009) and 335 (2009-2010) during the life of this Agreement.
- b. Certificated/licensed staff members shall earn one and one quarter (1-1/4) sick leave days for each month of the calendar year. The sick leave days earned in a particular month shall be available for use in accordance with this Article on the first day of the month after it is earned. The Board of Education may advance sick leave days upon written request from a certificated/licensed staff member, such days subsequently to be earned through future teaching service.
- c. Certificated/licensed staff members who are new to the Maumee City Schools and who do not have a prior sick leave accumulation or have not yet been given credit for the transfer of an accumulation of sick leave from a previous employer, will be advanced five (5) sick leave days at the beginning of their employment.
- d. The Treasurer will provide not later than the first day of July an absence report for each certificated/licensed staff member listing all absences during the school year.
- e. Additional sick leave will not be credited for overtime service. Overtime service

shall be interpreted to mean extra time employed beyond the regular daily period of service.

- f. Sick leave shall be paid for absence due to the following:
- (1) Personal Illness
 - (2) Personal injury off the job, except when injury occurs on another job for which pay is received.
 - (3) Quarantine.
 - (4) For death in the family, each certificated/licensed staff member is entitled to as many days leave without loss of pay as the Superintendent of Schools may approve; this, however, shall not be less than the following:
 - (a) Death in the immediate family of the certificated/licensed staff member - 5 days.
 - (b) Death in the family of a close relative - 3 days
 - (c) Death of a friend or associate - 1 day
 - (5) For illness in the immediate family (dependent relations residing in the same household as the staff member prior to the illness, or parents, or spouse, or children or grandchildren regardless of where they reside). Use of sick leave to care for a sick grandchild is limited to one day per year.
 - (6) For pregnancy, childbirth, or related medical conditions provided either that the employee is ill or that the treating physician, for medical reasons, requires in writing that the employee remain absent from work.
NOTE: For Unpaid Child Care Leave, see 9.07.
- g. Absences chargeable to sick leave shall be reported by the certificated/licensed staff member on the form available in the Principal's office immediately upon return to duty.
- h. Each certificated/licensed staff member's accumulated sick leave is reported on the stub of each paycheck.
- c. A new certificated/licensed staff member entering the system shall become eligible for all benefits of this policy upon signing a contract.
- d. New certificated/licensed staff members in Maumee with accumulated sick leave from another system in Ohio are to have their former employers certify to the Maumee Board of Education their accumulated sick leave to date.
- k. If the Superintendent has substantiated grounds to believe that sick leave is being abused, the Superintendent may require any employee requesting paid sick leave to furnish reasonable evidence or a statement from his/her attending

physician certifying that absence from work was required for one of the reasons set forth in this article. Abuse of sick leave may be grounds for suspension or termination of employment.

- i. A certificated/licensed staff member on leave shall have the right to voluntarily monitor the progress of the students, help the substitute, meet with parents, etc. during the course of the sick leave, but such arrangements are not to be conditions of said leave, and are totally at the discretion of the certificated/licensed staff member.

9.03 SICK LEAVE POOL

- a. The established sick leave pool shall be continued. The purpose of this pool shall be to provide a certificated/licensed staff member a leave for catastrophic illness or injury. To be eligible, a certificated/licensed staff member must have exhausted all accumulated sick leave (or other eligible leaves with pay).
- b. Application to draw days from this pool shall be made on the appropriate form to the Superintendent through the Association President and depending on the extent of the injury/illness and prognosis for return to regular employment, they may grant up to the maximum number of accumulated days currently in the pool.
- c. The maximum days to be carried in the pool shall be 185 days per school year, and each certificated/licensed staff member may donate up to two (2) days of sick leave from his/her individual sick leave accumulations each year to be added to this pool. The Superintendent shall be notified in writing by the Association of all such donations.
- d. Once the total accumulation in the pool drops below 100 days the Association president shall solicit additional days from certificated/licensed staff members in the district, provided they have not already donated their maximum number of two (2) days each in the current school year.
- e. Any misuse of this leave provision may result in disciplinary action.

9.04 PERSONAL LEAVE

- a. Each certificated/licensed staff member may apply for a personal leave day as the need arises. This leave shall be granted for emergencies or for those items of business which cannot be completed during off-duty hours. It is intended that such leave shall not be taken for conducting other business for profit, outside employment or political activity.
- b. The certificated/licensed staff member shall submit a signed request for personal leave on the appropriate form to the building principal at least two (2) days in advance of the leave except in cases of emergency.

- c. Use of leave provided by this Article, under false pretense, or using leave for purposes not approved by the Article, may be grounds for discipline including, but not limited to, termination of employment.
- d. Personal leave days are limited to three (3) days for any one (1) certificated/licensed staff member during any school year. A certificated/licensed staff member may request additional personal leave days in the event of unusual circumstances not covered by any other type of leave. Requests for these restricted days shall be submitted to the Superintendent, in writing, stating the reason(s) for the leave. Each request shall be considered on its individual merits. This section shall not be interpreted to mean that a certificated/licensed staff member who has used his/her three (3) personal days will automatically be granted additional leave on request.
- e. Certificated/licensed staff members who are practicing members of the Jewish faith shall be given the opportunity to observe the Rosh Hashanah and Yom Kippur religious holidays pursuant to the following procedures: Such certificated/licensed staff members shall request to be absent on the two religious holidays specified above on the Personal Leave Form.

Any Personal Leave days, up to a maximum of three (3), used in observance of the specified religious holidays will not be deducted from the balance of unused personal leave days, nor will the use of said days for said purpose eliminate said certificated/licensed staff member from eligibility for any and all attendance awards.

- f. Beginning with the 1999-2000 school year, certificated/licensed staff members may select either of the following:
 - Any unused personal leave days which remain at the end of the school year may be added to a certificated/licensed staff member's accumulated but unused sick leave, effective on June 30 of each year.

Or,

- Three (3) personal days unused at end of school year – one hundred fifty dollars (\$150.00)
- Two (2) personal days unused at end of school year – one hundred dollars (\$100.00)
- One (1) personal day unused at end of school year – fifty dollars (\$50.00)

Unused personal time will be added to accumulated sick leave unless a written request for payment is submitted to the treasurer's office by June 10. Payment will be received in the second paycheck in June.

9.05 ASSAULT LEAVE

- a. A certificated/licensed staff member of the bargaining unit who is required, upon written recommendation from a licensed physician, to be absent due to physical disability or emotional stress resulting from a student assault which occurs in the course of Board employment shall, after using three (3) days of accumulated and unused sick leave, be eligible to apply to the Superintendent for assault leave. (Where the certificated/licensed staff member has no unused sick leave, this condition will be waived).
- b. Upon determination of eligibility, the Superintendent shall grant such leave for a period not to exceed thirty (30) days, provided the certificated/licensed staff member delivers to the Superintendent's office a signed statement containing the nature of the assault and the resulting injury, the date of occurrence, the identity of the individual(s) causing the assault (if known), and the facts surrounding the assault. Said certificated/licensed staff member will be encouraged by both parties to this Agreement to participate in pursuing legal action against the assailant(s) and the Board will cooperate with the certificated/licensed staff members in such efforts. If medical attention is required, the certificated/licensed staff member shall also supply a certificate from a licensed physician stating the diagnosis of the disability, prognosis for recovery, and the anticipated date of return to employment. When deemed necessary, the Board reserves the right to request a second medical opinion. Assault leave shall not be granted for any injury or disability caused by the negligence of the injured certificated/licensed staff member.
- c. Full payment for assault leave, less worker's compensation, shall not exceed the certificated/licensed staff member's per diem rate of pay and will not be approved for payment unless the form and certificate, as provided above, are supplied to the Superintendent's office. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section #3319.16.

9.06 LEGAL OBLIGATION LEAVE

In the case of jury duty, or when subpoenaed by a court, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between the certificated/licensed staff member's regular compensation and the remuneration received for serving as a juror. However, when the certificated/licensed staff member is the primary plaintiff in a suit against the Board or is involved in court action resulting from other employment or business venture, he or she will not receive compensation.

9.07 CHILD CARE LEAVE OF ABSENCE

- a. Any certificated/licensed staff member who has completed one (1) school year with the Maumee City School District and who is expecting a child or is adopting a child less than school age may apply for an unpaid child care leave of absence. Such leave shall be granted for a period not to exceed the remainder

of the school year in which application is made. However, in the case of an adoption or maternity leave commencing after May 15 of any year, the unpaid child care leave shall not exceed the remainder of that school year plus the next school year. Application for the child care leave in the case of childbirth shall be made by the end of the sixth month of pregnancy and shall contain the expected date of birth, the date on which the leave is to commence, and the date the certificated/licensed staff member anticipates returning to service. Upon return to work, the certificated/licensed staff member shall be placed in a vacant position comparable to that which he/she had before the leave was taken. Also, upon return to service, a physician's certificate permitting return must be presented prior to reassignment. In the event no vacant position exists, the reduction-in-force procedures of this Agreement shall apply and the Board may elect the program or programs in which the reduction is to occur.

- b. Application for child care leave in the case of adoption shall contain a statement of the anticipated date of obtaining custody, the date on which the leave is to commence, and the date the certificated/licensed staff member anticipates returning to service.
- c. A certificated/licensed staff member shall have the right to voluntarily monitor the progress of students, help the substitute, meet with parents, etc., during an unpaid child care leave, but such arrangements are not to be conditions of said leave, and are totally at the discretion of the certificated/licensed staff member.

ARTICLE X SCHOOL CALENDAR & WORK HOURS

10.01 CALENDAR COMMITTEE

Every three years a district-wide Calendar Committee of one administrator and a certificated/licensed staff member from each of the 6 buildings and one certificated/licensed staff member from Special Services will meet to make recommendations for school calendars for each of the next three school years. The Committee's task will be to develop two or three alternative calendars for each school year and then to distribute these to both the instructional and operational staff members so they can select their choice from the alternative calendars proposed for each school year. The calendars for each of the three school years together with the tabulated votes of the instructional and operational staff members will then be presented to the Board of Education for deliberation and review and final action.

10.02 SCHOOL YEAR

Beginning with the 1993-94 school year, the work year for certificated/licensed staff members shall not exceed one hundred eighty (180) days with students or in parent-teacher conferences plus five (5) days for meeting/in-service/work days for a total of one hundred eighty-five (185) contract days. The five additional days referred to above shall include three (3) teacher reports days, one (1) day of opening day meetings, and one (1) in-service day. For elementary and middle school staff, one teacher reports day shall be scheduled at the end of the first semester, one for the end of the second semester, and one may be taken by an individual certificated/licensed staff member either before the opening day meeting but after the building principal/director of student services is scheduled to report, or at the end of the school year. For high school staff, one teacher reports day shall be scheduled at the end of each trimester. In the event of state mandated requirements that extend the work year, a re-opener of all sections of this Agreement that are affected by the mandate shall be implemented within one month of enactment of such requirements.

10.03 REQUIRED MEETINGS AND ACTIVITIES

A certificated/licensed staff member may be required to attend up to two (2)-hours per month plus up to an additional two (2) hours per quarter or three (3) hours per trimester but not to exceed a total of eight (8) for the school year of administratively required meetings (excluding IEP/MFE/IAT meetings) and/or school-related activities outside of the regular teacher work day except for short meetings of (10) minutes or less) that may be called before or after school hours. Certificated/licensed staff members shall be given notice of said short meetings at least two (2) hours in advance, and given the opportunity to reply to said request, explaining the circumstances that may prevent meeting on that day. All

administratively required meetings shall be clearly identified as "required". Staff members must receive a minimum notice of ten (10) workdays prior to the scheduled meeting. Certificated/licensed staff members shall be compensated at the hourly rate in 6.07(a) for attending administratively required meetings in excess of two (2) hours per month. To receive payment, certificated/licensed staff members shall submit a monthly time sheet documenting all meetings attended. Payment will occur by the second pay of the following month.

10.04 I.E.P./M.F.E./I.A.T. MEETINGS

Any I.E.P., M.F.E. or I.A.T. meeting identified as required by the building administrator or Director of Student Services, Coordinator of Special Education or Assistant Superintendent and scheduled outside of the regular teacher work hours or during a teacher's 30-minute lunch period shall be compensated at the special rate of pay as specified in 6.10 of this agreement. Also I.E.P. and other such meetings shall be scheduled during the regular teacher work day whenever possible. The form to be completed in order to receive this compensation is found in the Appendix of this agreement.

10.05 COMPENSATION

Certificated/licensed staff members will be paid a minimum of one hour of compensation for excess meeting time of thirty (30) minutes or more up to sixty (60) minutes and one-half hour of the compensation for excess meeting time of up to thirty (30) minutes. Any time spent in meetings that exceed sixty (60) minutes beyond the allowable amount shall be compensated with a minimum of fifteen (15) minutes, as calculated in quarter hour increments:

1-15 minutes	1/4 hour
16-30 minutes	1/2 hour
31-45 minutes	3/4 hour

10.06 OPEN HOUSE AND SPECIAL EVENTS

In addition to the hours described above, certificated/licensed staff members will be required to attend one (1) "Open House" and one (1) other special event for the school community, each with a duration of two (2) hours or less, may be scheduled in each building each year and these two events shall be exempted from the two (2) hour per month limitation specified above. No staff member will be required to attend more than one open house/parent orientation per year (in the fall). If a staff member works in more than one building they will attend the open house in the building where they teach the greatest number of students. If the number is equal it will be decided by the superintendent.

10.07 THE WORK DAY

- a. The workday for certificated/licensed staff members shall begin twenty (20) minutes before and end fifteen (15) minutes after the student day as established by the Board, except as specified elsewhere in this Section for Gateway and Maumee High School staff members. The certificated/licensed staff member's work day shall not exceed seven (7) hours and five (5) minutes per day, including a thirty (30) minute uninterrupted lunch period. It is agreed that exceptions to this provision above may be made with reasons presented to the principal. If the exception(s) result(s) from a personal/confidential/emergency situation, reasons may not be given, but the principal shall be notified of the member's late arrival/early departure.

Certificated/licensed staff members shall not be required to supervise students outside of the official teacher work day.

- b. Staff members at the high school will normally report ten (10) minutes before the student day and remain eight (8) minutes after the student day. The normal "class load" for high school staff members will be no more than four 70-minute class periods and/or non-teaching assignments per day with no additional non-teaching assignments.

Any assignment over the "normal class load" at the high school, as defined above, will be implemented in accordance with Section 6.04 of this Agreement, but also subject to the following provisions:

Assignment to teach extra classes will be on a seniority basis, from among staff members then currently teaching within the department where the need exists, greatest seniority first, as defined by Section 12.04 of this Agreement. Any additional staff needs will be attempted to be met through the voluntary teaching of an extra class, under the provisions of Section 6.-6.04(b) herein first, with additional staff being hired if staff needs cannot be met this way. Staff members employed under Section 6.04(b) will be employed for a full class, so that their teaching load will include five 70-minute class periods and/or non-teaching assignments per day with no additional non-teaching duties.

- c. Any proposal to adopt a homeroom period at the high school must be presented yearly to the high school staff no later than the May faculty meeting. A vote on the proposal will take place three school days after return from spring break, but no later than May 15, and a 3/5 majority would be needed to adopt the proposal. Homeroom student activities during this homeroom period are limited to: Link Crew, student make-up work, class meetings/assemblies, and student elections. During this homeroom period, teacher duties are limited to supervision of the above classroom activities and distribution of materials (student schedules, pictures, surveys, and library fines).
- d. Staff members at Gateway Middle School will normally report twenty (20) minutes before the student day and remain five (5) minutes after the student day.

The normal work day at the middle school shall consist of 265 minutes of student contact time, 41 minutes of individual preparation or conference time, 41 minutes of team planning time, and 30 minutes of uninterrupted lunch, excluding teachers of special education and vocational programs which are governed by state or federal rules.

The middle school master schedule shall reflect implementation of the middle school concept of team teaching which includes an academic assist period (academic assist is a student contact period), team planning period, and individual planning period. Any change in the present configuration of the middle school concept as outlined above must be approved by a secret majority vote of all certificated/licensed staff members assigned to the middle school.

10.08 ELEMENTARY PLANNING TIME

- a. Elementary planning time is time within the normal student day during which the certificated/licensed staff member, whether a regular classroom teacher or special area teacher, has no responsibilities for either student contact/supervision or an administratively assigned task. For regular elementary classroom teachers, planning time shall be calculated by adding the number of minutes for special area classes, plus the number of minutes during the staff member's lunch period in excess of the thirty (30) minute mandated lunch period.

If an elementary certificated/licensed staff member, during the life of this Agreement, loses any planning period that is provided to him/her through the special area classes (examples include art, vocal music, physical education, library check-out) or through any other time during the student day that is designated as planning time, he/she will be compensated at the agreed upon rate stipulated in section 6.10.

- b. Beginning with the 2005-06 school year, each elementary certificated/licensed staff member not assigned to special areas shall be guaranteed a minimum of three hundred twenty (320) minutes per week of planning time during the student day, with at least forty (40) consecutive minutes being scheduled each day as planning time. Only one special area class shall be scheduled on any one day of the week for an individual regular elementary classroom.
- c. Special area elementary teachers will also have a minimum of three hundred twenty (320) minutes of planning time per week, with a minimum of thirty (30) consecutive minutes of planning time per day. Whenever possible, special area elementary teachers will be given a minimum of forty (40) consecutive minutes of planning time per day.

For special area elementary teachers, planning time shall be calculated by adding the number of minutes during which they are not responsible for students excluding the thirty (30) minute mandated lunch period. The thirty (30) consecutive minutes of planning time each day may be waived for special

area teachers in order to gain five (5) minutes between classes for these teachers if this is mutually agreed upon by the special area teacher and the building administrator.

- d. Morning or afternoon recess times in the elementary buildings will be maintained at 1992-93 levels (15 minutes per day) and will be specifically excluded from what is considered a certificated/licensed staff member's planning time as described in paragraph b. above.
- e. The provisions of paragraph (a.) and (b.) above may be modified on special activity days (not to exceed five (5) half-days per year) to insure proper supervision of students. No elementary classroom teacher shall miss more than five (5) planning periods (art, vocal music, physical education, library checkout) during any one school year. If more than five (5) planning periods are missed the affected teachers will be compensated at the rate specified in section 6.10. A committee comprised of the elementary vocal music, physical education, and art instructors; the elementary librarian; the four elementary principals; the Superintendent or designee, and the MEA representatives from each of the four elementary buildings will meet each year in May to establish the guidelines that will apply during the succeeding school year for these modifications on the five special activity days of that year.

10.09 PARENT CONFERENCES

- a. Parent-teacher conferences in grades 1-8 will be scheduled for two (2) days in the Fall. The certificated/licensed staff members' work day on the two fall conference days will be determined by a majority vote of the certificated/licensed staff members in each building, for each building. At least three hours of evening conferences (after 5:00 p.m.) shall be scheduled on at least one of the fall conference days. To accommodate the parent need for evening conference times, a building staff may vote to modify the conference schedule. The sum total of the hours for conferences will not exceed the total hours of two regular workdays.
- b. Each certificated/licensed staff member in grades K-5 shall make every reasonable effort to confer with the parent/ guardian of every student in his/her class during the two (2) conference days in the Fall.
- c. Kindergarten teachers will be provided up to three (3) days each school year in the Fall for parent-teacher conferences. However, each certificated/licensed staff member shall work the same number of hours and minutes on the conference days as on any normal workday (defined in Section 10.08 of this Agreement).
- d. Parent-teacher conferences in grades 9-12 may be scheduled for one day in the fall. The length of the day will be as determined and defined by section 10.07 of this agreement. At least two, but no more than three, hours of evening conferences (after 5 PM) shall be part of the required hours as determined by the majority vote of the teaching staff. The parent-teacher conferences will occur on the evening before the last day of the work week.

ARTICLE XI INSURANCE

11.01 INSURANCE CARRIERS

- a. The Board may change carriers on any insurance program during the life of this Agreement only after consultation with the President of the Association and approval by the MEA Executive Council. Any such consultation by the Board shall include the reasons, in writing, for seeking a change in carriers, an analysis of the new carrier benefits and a comparison of the proposed and present carrier benefits and service record. It shall be the intent of the Board to maintain a consistent level of insurance benefits throughout the life of this Agreement.
- b. In any such change in insurance carriers, the Board shall seek and receive from the new carrier a guarantee that the levels of benefits shall remain consistent with the level provided by the previous carrier.
- c. If the level of benefits and services drops below that level guaranteed by the carrier, the Board shall pursue appropriate action against the carrier.

11.02 MEDICAL INSURANCE

- a. The Board shall provide group hospitalization, surgical, and major medical insurance for eligible certificated/licensed staff members as defined in Section 11.05 below. Eligible certificated/licensed staff members shall be eligible for family coverage if they have eligible dependents; otherwise they shall be eligible for single coverage only.
- b. Medical insurance will be provided by the Board to certificated/licensed staff members who are employed at least fifty-five percent (55%) of the established school day for at least one hundred and twenty (120) teacher work days.
- c. All employees eligible for insurance may choose from Plan A (employee pays 15% of premium – maximum payment for Plan A \$200 for family and \$125 for single per month), Plan B (employee pays 10% of premium – maximum payment for Plan B \$150 for family and \$100 for single per month) or Plan C (employee pays 0% of premium). The benefits of Plans A, B and C are specified in the appendix of this document.

11.03 LIFE INSURANCE

The Board shall provide and pay for paid up term life insurance and accidental death and dismemberment coverage in the amount of sixty-thousand dollars (\$60,000) for each certificated/licensed staff member.

11.04 DENTAL

- a. The Board shall provide and pay for a dental insurance plan for each eligible certificated/licensed staff member. The "Usual", "Customary" and "Reasonable" (UCR) dental plan benefits in effect during this Agreement are listed below, subject to the plan's limitations and exclusions. The maximum benefit per patient per each calendar year is one thousand five hundred dollars (\$1,500) with a lifetime maximum orthodontic benefit of one thousand five hundred (\$1,500) per patient whether adult or child. Deductibles are twenty-five dollars (\$25) per individual, fifty dollars (\$50) per family per calendar year, but are not applicable to Diagnostic, Preventative and Orthodontic procedures.
- b. For more complete information, please refer to the Dental Care Program plan. The Board of Education retains the right to rebid the Insurance Policy to obtain the best possible price for the same or greater benefits as specified in the present plan.

<u>Paid by Plan</u>	<u>Procedures</u>	<u>Paid by Plan</u>	<u>Procedures</u>
100%	Diagnostic	80%	Oral Surgery
100%	Preventative	80%	Periodontics
80%	Restorative	60%	Prosthodontics
80%	Endodontics	60%	Orthodontics

11.05 ELIGIBLE CERTIFICATED/LICENSED STAFF MEMBERS

- a. "Eligible Certificated/Licensed Staff Member" shall mean a regular certificated/licensed staff member employed to work at least fifty-five percent (55%) of the established work day for at least one hundred-twenty (120) teacher workdays.
- b. Beginning with the 1993-94 school year certificated/licensed staff members employed at less than fifty-five percent (55%) shall be given the option of purchasing medical, dental, and life insurance with the Board paying a percentage of the premium rate equal to the percentage of the certificated/licensed staff member's employment percentage. (i.e. a certificated/licensed staff member employed at 45% would have the option of purchasing medical and dental coverage by paying 55% of the premium of the plan chosen, and the Board paying 45%).

11.06 RELATED STAFF MEMBERS

If two bargaining unit members are related and eligible to be covered under one Board Family Insurance Plan the bargaining unit members shall be entitled only to one Board Family Plan and no Single Plan subject to the limitations in Sections 11.01 (c).

11.07 COMMENCEMENT AND TERMINATION OF COVERAGE

Board participation in coverage begins on the first day of the eligible employee's service and terminates on the last day of the last month in which the employee received the last pay.

11.08 REVIEW AND EDUCATION

The Board may institute and pay for private review and/or educational programs similar to "Pre-view" or "Cost Care" programs.

11.09 LIABILITY INSURANCE

The Board shall provide liability coverage for one or more of its employees pursuant to Ohio law.

11.10 HEALTH CARE COST CONTAINMENT COMMITTEE

The parties agree to maintain a committee which shall be charged with investigating insurances in an effort to control future costs while providing the best possible levels of coverage to employees.

ARTICLE XII PERSONNEL

12.01 REDUCTION IN FORCE

- a. A reduction in force (RIF) may occur for the following reasons:
 - 1) decreased enrollment of pupils; or
 - 2) return to duty of regular teachers after leaves of absence; or
 - 3) suspension of schools; or
 - 4) territorial changes affecting the Maumee City School District; or
 - 5) elimination or reduction of a non-mandated program(s).
 - 6) financial reasons

- b. When the Board deems it advisable to initiate a RIF by suspending employment contracts, it shall notify the MEA of the positions intended to be reduced at least twenty-five (25) days prior to the effective date of the RIF. Section 12.01 through Section 12.11 apply to a RIF.

12.02 Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements insofar as practicable for certificated/licensed staff members who retire or resign or whose limited contracts are not renewed.

12.03 In suspending contracts, first preference within each area of certification shall be given to the retention of certificated/licensed staff members on continuing contracts in the order of seniority and second preference shall be given to the retention of certificated/licensed staff members on limited contracts in the order of seniority.

12.04 a. Wherever seniority is referred to within this Agreement, it shall be defined as follows:

Seniority shall be system-wide (rather than by building) and shall be determined by placing all certificated/licensed staff members on seniority lists within their area or areas of certification.

- b. Seniority shall be computed based upon continuous years and days of service (less any approved leaves of absence) from the date of the first teacher work day of the school year in which the certificated/licensed staff member is employed unless he/she is hired after the first teacher work day, in which case seniority will start from the individual's first paid day of employment with the Maumee City Schools.

Neither extended time nor summer break days between school years shall be used in computing seniority.

Leaves of absence granted by the Board shall not be counted toward seniority nor shall they break continuous years of service.

- c. If two (2) or more certificated/licensed staff members have the same years and days of continuous service seniority shall be determined by the actual (absolute and unadjusted) date of the Board meeting at which the certificated/licensed staff member was hired.

If two or more certificated/licensed staff members have the same years and days of continuous service and also the same hiring date, then the greater seniority will be determined by the flip of a coin.

- d. Seniority for half-time or part-time certificated/licensed staff members shall be credited on the basis of a half-year seniority for half-time service or less and a full year for more than half-time service.

12.05 A certificated/licensed staff member who has been or will be reduced cannot bump a certificated/licensed staff member in another area of certification, e.g. special education to regular class, English to Social Studies, etc., unless said certificated/licensed staff member is certificated/licensed in the affected area and has had successful experience in that area within the preceding two (2) years, or is certificated/licensed in the affected area and submits to the Superintendent or designee within thirty (30) days of notification of reduction in force a plan for updating himself/herself in the discipline and implements said plan within the following calendar year.

12.06 A certificated/licensed staff member whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he/she is certificated/licensed and qualified as in Section 12.05. Certificated/licensed staff members shall be returned to active employment in the reverse order of their reduction to fill vacancies for which they are certificated/licensed and qualified. Personnel holding dual certification may return in either field if qualified. The seniority of a certificated/licensed staff member reduced and returned to employment shall be calculated as if the certificated/licensed staff member had been on a leave of absence.

12.07 Notice of recall shall be given in person, by telephone, telegram or registered mail to the last telephone number or last address given by the certificated/licensed staff member to the Superintendent. It shall be the responsibility of the certificated/licensed staff member to keep the Superintendent advised in writing of a telephone number and mailing address at which he/she can be reached. If a certificated/licensed staff member fails to accept re-employment in writing postmarked fifteen (15) days from the date of said notification, said certificated/licensed staff member shall be considered to have rejected the offer and shall be removed from the RIF list.

12.08 Each certificated/licensed staff member shall remain on the RIF list for two (2) years from his/her last day of active service in the system, unless he/she fails to accept a recall or waives his/her recall rights in writing. After one (1) year on the RIF list, each certificated/licensed staff member must notify the Superintendent of his/her continued interest in re-employment. Any certificated/licensed staff member who fails to so notify the Superintendent shall be deemed to have waived his/her recall rights.

- 12.09** Exceptions to preference for retention or recall based on seniority may be made when necessary to do so in order to comply with state and federal laws regarding employment.
- 12.10** Only the procedure by which reduction in force is carried out shall be subject to the arbitration provisions of this Agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provisions of this Agreement.
- 12.11** Nothing contained herein shall abridge the Board's right to non-renew the limited contract of a certificated/licensed staff member in accordance with Ohio Revised Code Section 3319.11 or to utilize the procedures provided for in Ohio Revised Code Section 3319.17.

12.12 **SENIORITY LIST**

- a. The Superintendent and the MEA President (or their designees) will meet yearly, no later than November 15, to develop an updated list of all certificated/licensed staff members, their major field(s) of certification, and the number of years and days of seniority within the Maumee City School System.
- b. This tentative list will be posted in each building no later than December 1 of each year. Certificated/licensed staff members will then have until December 10 to appeal, in writing to the Superintendent, the posted seniority ranking. Space will be provided on the seniority listing for the signatures of those who wish to appeal their position on the listing. Each building list shall be updated daily from December 1st to December 10th by the Association noting the appeals from certificated/licensed staff members in other buildings.
- c. By December 15, the MEA President and the Superintendent (or their designees) will meet to resolve any dispute(s). If the parties are unable to reach agreement on the appropriate seniority ranking(s) they shall then immediately submit the dispute(s) to a mutually agreed upon third party who shall render a binding and non-appealable decision within three (3) work days of a scheduled hearing. Every attempt will be made to schedule the hearing as expeditiously as possible.
- d. The third party shall be chosen from a list of five (5) mutually agreed upon persons by the alternate strike method.
- e. This procedure will supersede all other appeal processes.
- f. Once the final list has been established, it shall be posted and remain posted in each of the six school buildings for a minimum of fifteen (15) work days.

12.13 VACANCY POSTING

- a. A vacancy shall be understood to have occurred when there is a position within the bargaining unit that is unoccupied and there is no one who has a lawful right to continue therein. The Board has the right to determine whether or not to fill a vacancy.
- b. Vacancies occurring within the bargaining unit, including newly created positions and supplemental salary schedule positions, shall be posted during the school year on a designated bulletin board in each of the six school buildings. Certificated/licensed staff members will have five (5) work days from the date of such postings to apply in writing for the position(s) described thereon.
- c. During the summer months, from the last teacher work day of one school year to ten (10) days prior to the first teacher work day of the succeeding school year, vacancy postings will be sent by e-mail to those certificated/licensed staff members who have submitted a Request for Summer Vacancy Posting form. Said form shall be made available by the building principals and the collection of same shall be considered a regular item at check-out. Other certificated/licensed staff members may be added to the list by applying in person for aforementioned form during regular summer business hours at the Board Office. Said forms shall become invalid on September 1 of the year submitted. In addition to those staff members on the list, a copy of all vacancies shall be sent to the MEA President. Certificated/licensed staff members will have ten (10) work days from the date of each posting mailed in the summer to apply in writing for the position(s) described therein.

Vacancies occurring after July 31 and ten (10) days prior to the first teacher work day of the school year shall be posted for only five (5) work days. Vacancies occurring in the ten (10) days prior to the first teacher work day of the school year shall be posted for only two (2) work days.

After July 31, vacancy postings will only be posted in the buildings, central office and one copy will be mailed to the MEA president. The administration will make/attempt one phone call to all staff members who have requested summer postings.

- d. Certificated/licensed staff members who apply by the stated deadline will be guaranteed an interview when a vacancy is available in an area for which they have the appropriate certification and meet the posted requirements.

12.14 SUMMER SCHOOL ASSIGNMENTS

- a. Each year a list of all known available summer school teaching assignments shall be posted in each of the six school buildings by June 1. In employing teachers for Summer School classes established by the Board, preference shall be given to qualified employees in the following order:

- First - Maumee certificated/licensed staff members most recently employed in the summer school program in the curricular area in which the opening exists.
 - Second - Maumee certificated/licensed staff members not recently employed in summer school.
 - Third - Teachers outside of the Maumee school system most recently employed in the summer school program in the curricular area in which the opening exists.
 - Fourth - Teachers outside of the Maumee school system not previously or recently employed in the summer school program.
- b. The only exceptions to the above procedures will be those necessitated by unforeseen changes in enrollment occurring as a result of the open and/or mail-in registrations during the five (5) day period immediately prior to the summer school session(s).
 - c. All teaching positions will be filled only if minimal student enrollment for each offered course is met.

12.15 ELEMENTARY PLAYGROUND SUPERVISION

The supervision of elementary students during the noon recess period, whether it be held indoors or outdoors, shall be done by the playground supervisor(s). When noon recess is held indoors, it shall be the same length of time as the noon recess held outdoors. Recess times will remain the same length of time as currently in practice in each building. It shall be the goal of the Administration to use certificated/licensed staff members for noon recess supervision only when non-certificated/licensed staff are not available. When said circumstances exist, the hourly rate specified in Section 6.10 will be paid to any certificated/licensed staff member who is requested to supervise noon recess.

12.16 PERSONNEL FILES

- a. Any materials in a certificated/licensed staff member's personnel file may be reviewed by the certificated/licensed staff member at all reasonable times during regular business hours. Said certificated/licensed staff member may have a representative of his/her choosing accompany him/her during such review.
- b. Prior to placement of any material in personnel files, written notification of intent, along with the material, must be given to the certificated/licensed staff member. The staff member shall have seven work days to respond. Also, the certificated/licensed staff member shall receive, upon request, a copy of any material in said file within seven (7) work days or less.
- c. Anonymous letters or reports shall not be included in any evaluation nor placed

- in the certificated/licensed staff member's personnel file. Files shall be limited to work related items, employment related financial information and/or personnel data.
- d. All entries in the personnel file shall be dated with the date the material was written and the date the material was placed in the file.
 - e. A certificated/licensed staff member may respond in writing to any document placed in his/her personnel file and may have this response affixed to the document.
 - f. There shall be only one official personnel file in the district. Any and all materials pertaining to the employment of each certificated/licensed staff member shall be contained in that file, otherwise said or alleged materials are deemed not to exist for disciplinary purposes.
 - g. Materials from parents or others outside the educational field shall not be placed in school or personnel files under any circumstances until the certificated/licensed staff member has had an opportunity to review and to reply in writing if he/she so desires. Such reply shall be affixed to the file copy. Under no circumstances shall unsigned material be put in the file.
 - h. Any incident which has not been reduced to writing and placed in a certificated/licensed staff member's official personnel file within fourteen (14) days of the administration becoming informed of the incident may not be included in the file.

12.17 DISCIPLINARY MEETINGS

Certificated/licensed staff members shall be notified of a meeting related to administrative concerns regarding staff performance or behavior at least twenty-four hours prior to the meeting, unless said staff member voluntarily waives said time requirement, and such notification will include a general description of the concerns to be discussed. Staff members may have a representative of their choice at the meeting or the opportunity to request said representative during the meeting. The right of representation shall be clearly contained in the notice communicated to the certificated/licensed staff member. Any oral notice shall be confirmed in writing by the administrator.

12.18 EVALUATION PROCEDURES

- a. Evaluations of certificated/licensed staff, except tutors employed less than one (1) hour per day, shall follow the procedures, guidelines, and timelines contained in the district's Staff Development and Evaluation Handbook and ORC 3319.111 with one exception as stated in (b) below. To the extent that the District's Handbook conflicts with ORC 3319.111, the Handbook shall control.

- b. Notwithstanding ORC 3319.111, the time period during which the second or successive assessment(s) of staff members on limited contracts must be completed is from February 1 to and including March 31.
- c. Any changes in the District's Staff Development and Evaluation Handbook shall be made through consensus of a review committee comprised of three (3) administrators appointed by the Superintendent and three (3) members of the certificated/licensed staff appointed by the Maumee Education Association President, subject to the approval of the parties to this Agreement.

12.19 INVOLUNTARY TRANSFER

When a transfer is deemed necessary by the Superintendent every effort shall first be made to effect the transfer through the voluntary agreement of a staff member. However, if an involuntary transfer is required at the middle or high school, the person to be transferred shall be the staff member with the least total District seniority in the affected department which must be reduced and from which the transfer must be made. If an involuntary transfer is required at an elementary school, the person with the least district seniority in the building from which the teacher is being transferred, shall be so transferred.

12.20 ADMINISTRATION OF MEDICAL PROCEDURES

As a part of teaching duties teachers are not expected to dispense student medication or perform medical procedures. Guidelines jointly developed to address field trips and emergency situations will be followed. Any changes in these guidelines shall be made through consensus of a review committee comprised of three (3) administrators appointed by the Superintendent and three (3) certificated/licensed staff members appointed by the Maumee Education Association President, subject to the approval of the parties of this Agreement. The Board will make available a copy of the guidelines to every certificated/licensed staff member each year prior to the first student day and at any time during the school year when any changes are made by the review committee.

**ARTICLE XIII
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

13.01 ESTABLISHMENT OF A LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Maumee City Schools Local Professional Development Committee (LPDC) will consist of five (5) members who are employees of the Maumee Board of Education. Three members will be bargaining unit members (Maumee Education Association – MEA) and shall be appointed by the MEA President with one member each from the elementary, middle school and high school levels. Members shall serve for two years. The superintendent shall appoint non-bargaining unit members of the LPDC. Vacancies shall be filled in the manner of the original appointment.

In accordance with the statute, committee members will elect a chairperson and a secretary by majority vote. When meeting on an administrator's license, the MEA Committee membership will be decreased by two (2).

13.02 LPDC MEETINGS

The LPDC will meet quarterly during the school year and at other times on an "as needed" basis.

A quorum shall consist of three members, two of whom must be bargaining unit members. All LPDC decisions require a majority of the members present.

All LPDC meetings shall be open meetings and all records shall be public records. Minutes of meetings and records of LPDC business shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

13.03 LPDC DUTIES AND POWERS

LPDC duties shall be strictly limited to the review and approval of professional development plans and renewals of certificates and licenses. The board of education must approve any expenditure of board funds.

13.04 APPEAL OF AN LPDC DECISION

With reference to LPDC Policies and Procedures, the committee shall provide provisions for the appeal of an LPDC decision. After exhausting the local appeals process, decisions (appeal before two MEA appointed staff; one administrator appointed by the superintendent) may be appealed to the Lucas County Service Center's LPDC Appeals Committee whose decision is final.

13.05 LPDC STIPEND

LPDC bargaining unit members shall be paid at the hourly rate as set in Section 6.10 - Special Rates of Pay for meetings held outside the school workday and/or school calendar up to 30 hours per bargaining unit LPDC committee members per year and 200 hours for the bargaining unit committee member who is LPDC chairperson. (The superintendent must approve any additional hours.)

If it is necessary for the LPDC to meet when school is in session (mutually agreed upon by both the MEA president and superintendent) and bargaining unit members need to prepare lessons for a substitute, they will be paid a one hour preparation/records/grading fee at the Special Rate of Pay - Section 6.10). Additionally, if the committee were to meet on a teacher report day, (mutually agreed upon by both the MEA president and superintendent), bargaining unit members will be paid the hourly rate. The LPDC committee may meet during school hours twice (limited to two hours for each meeting) without the superintendent's approval. Additional meetings during the school day require the superintendent's approval.

13.06 LPDC TRAINING

LPDC members shall be afforded the opportunity to attend training on the purpose, responsibilities, function and legal requirements of LPDCs. Members of the LPDC may be granted release time if the training is during the normal school day. Any and all fees required for this training shall be paid by the school district. Members who are asked to attend training outside the school calendar shall be paid at no less than the hourly rate (Section 6.10) not to exceed two (2) hours. The superintendent and MEA president shall jointly agree on necessary training.

13.07 SECRETARIAL SERVICES/STORAGE OF DOCUMENTS

The board of education will provide secretarial assistance as needed and will store LPDC documents at the board of education office as needed.

13.08 ANNUAL REVIEW OF POLICIES, PROCEDURES AND CONTRACT LANGUAGE

If necessary, the board of education and the MEA agree to meet annually at the end of the school year to review LPDC policies and procedures.

**ARTICLE XIV
TUITION WAIVER**

14.01 Effective with the 1990-91 school year and thereafter, the Maumee City School District shall permit the student enrollment of the dependent(s) of any full-time certificated/licensed staff member, regardless of the school district in which they reside and the enrollment of such dependent(s) shall be without any tuition charge, provided the certificated/licensed staff member submits written notification to the Superintendent by April 1 of the preceding school year of the name, age, and grade level of the dependent(s) to be enrolled. No child may be admitted under this provision after the first day of classes of any school year. The open enrollment period will be from August 1 to, but not including, the first day of school. Assignment of students to a building and class shall be at the Superintendent's discretion.

**ARTICLE XV
MANAGEMENT RIGHTS**

15.01 It shall be the right and responsibility of the Employer to:

- a. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of Employer operations;
- d. Determine the overall methods, process, means, or personnel by which Employer operations are to be conducted;
- e. Suspend, discipline, demote or discharge for just cause, layoff, 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 Employer as a governmental unit.

**ARTICLE XVI
CLASS SIZE**

- 16.01** a. Beginning with the 1996-97 school year, the elementary certificated/licensed classroom teacher of a combination class will receive special rate of pay as stipulated in 6.10 in addition to the regular salary. This does not include multi-aged classes. Combination and multi-aged classes are defined below.
- b. A combination class is defined as an elementary class composed of two grade levels created to balance enrollment at a grade level. A multi-aged group class is defined as an elementary class composed of various age groups designed to implement a developmental approach to learning.
- 16.02** Exceptional students will be distributed equitably among all the teachers at that grade level. Special situations may arise where the grouping of students is desirable. Such situations will be worked out with the approval of both the building principal and the Association at the building level. If not resolved at the building level, the superintendent will review and his/her decision is final.

**ARTICLE XVII
MAINTENANCE OF THE AGREEMENT**

17.01 WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

17.02 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

17.03 CONFLICT WITH LAW CLAUSE

If the State Employment Relations Board or any court of competent jurisdiction determines, after all appeals or times for appeal are exhausted, that any provision of this Agreement, or any application of the provisions of this Agreement, or any agreement reached under its terms, conflicts with any Federal or State law, regulation, ruling or order, now or hereafter enacted or issued, such provisions applications or agreements shall be inoperative but the remaining provisions hereof shall remain in full force and effect. The parties shall meet within twenty (20) school days after all appeals or times for appeal are exhausted for the sole purpose of attempting to renegotiate such provision(s) determined to be inoperative. Failure to reach an agreement over the affected provision within sixty (60) days after the first meeting will mandate use of the Alternative Impasse Procedures, Section 3.07 of this Agreement. No strike or lockout will occur during the term of this Agreement.

17.04 COMPLETE AGREEMENT CLAUSE

All articles and sections in the present Agreement which are not under consideration through either the MEA or the Board of Education's proposals will continue in full force and effect for the length of agreed-to agreement beginning January 1, 2008.

17.05 AGREEMENT (Signed - Published - Distributed)

- a. This Agreement shall be signed by the officers and members of the Board as well as by the Association's officers and its negotiating team.
- b. This signed Agreement shall be published and distributed to all certificated/licensed personnel as close as possible to the date on which the Agreement goes into effect.
- c. The Association shall be provided with 250 copies of this Agreement, and the Board of Education will be provided with 100 copies.
- d. The Board and the Association shall share the cost of publication of this Agreement equally.
- e. The Board shall provide all new and newly rehired certificated/licensed staff members with a copy of this Agreement upon employment.

17.06 DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2013, and shall continue in full force and effect until midnight, December 31, 2015.

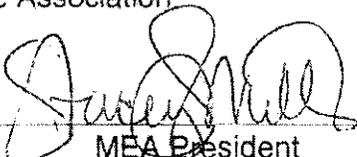
For the Board

By 
Board President

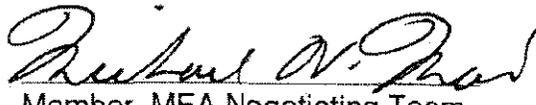
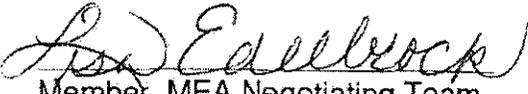
Treasurer


Superintendent

For the Association

By 
MEA President

Member, MEA Negotiating Team


Member, MEA Negotiating Team

Member, MEA Negotiating Team


OEA/NEA Labor Relations Consultant

APPENDIX A

Absence Request Form

**MAUMEE CITY SCHOOLS
ABSENCE FORM**

Employees must follow provisions of the negotiated agreement with regard to all absences.

Employee's Name _____ Certificated Operational

Building _____ Today's Date _____

SECTION A - ABSENCES REQUIRING PRIOR WRITTEN APPROVAL

After signing this form, Principals or Supervisors forward white and yellow copies to the Superintendent/Asst. Superintendent for approval. If the employee is in the Buildings & Grounds classification, Principals forward white and yellow copies to the Supervisor of Facilities and Technical Services.

PL Personal Leave Date(s) _____

VA Vacation Date(s) _____

UL Unpaid Leave Date(s) _____

Employee must state reason for requesting leave without pay _____

OT Other (Please specify) _____

SECTION B - ABSENCES NOT REQUIRING PRIOR APPROVAL

After signing this form, Principals or Supervisors distribute copies as indicated below.

SI Sick Day(s) - Personal (State nature of illness) _____

- Family Member (State relationship) _____

FL Funeral Leave (State relationship) _____

Note: Funeral Leave is charged against Sick Days

JD Jury Duty

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1 Date(s)					
Code(s)					
If half day absence, indicate AM or PM					

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 2 Date(s)					
Code(s)					
If half day absence, indicate AM or PM					

Employee's Signature

Principal's/Supervisor's Approval Date

Distribution: Board Office - White
Employee - Yellow
Building - Pink

Superintendent's/Asst. Superintendent's Approval Date
(Required For Section A Requests Only)

APPENDIX B

3440 F2

MAUMEE CITY SCHOOL DISTRICT

COMPENSATION FOR REQUIRED IEP/MFE/IAT MEETING

Name _____ Today's Date _____

Building _____

Date of IEP/MFE/IAT meeting: _____

Time of meeting: Start _____ End _____

Number of minutes: _____

Was this meeting held outside your regular workday? _____ Yes _____ No

Was this meeting held during your 30-minute uninterrupted lunch time? _____ Yes _____ No

Was your attendance at this meeting required? _____ Yes _____ No

Employee Signature

Approved: _____
Building Administrator or Special Education Director

Appendix C

3440 F3/page 1 of 1

MAUMEE CITY SCHOOL DISTRICT

COMPENSATION FOR LONG FORM STATE DIAGNOSTIC ASSESSMENT MEETING

Name _____ Today's Date _____

Building _____

Date of testing: _____

Number of students: _____

Number of minutes per student: _____

Total time: _____

Was this grading held outside your regular workday? _____ Yes _____ No

Employee Signature

Approved:

Building Administrator

APPENDIX D

PROCEDURES FOR ELECTION OF DEPARTMENT CHAIRS AND TEAM LEADERS

1. Ballots will be prepared by the building administrator.
2. The election will take place during three consecutive work days, ending no later than May 15.
3. The building administrator or designee will be responsible for handling ballots and securing the ballot box.
4. Each department/team member eligible to vote will get his/her ballot(s) from the building administrator or designee and will sign the list of department/team members, indicating receipt of the correct ballot(s). Ballots will be marked in the voting area and immediately be placed in the ballot box.
5. The building administrator and a representative from the Maumee Education Association who is not on the ballot will count the votes.
6. Names of the elected department chairs and team leaders will be posted no later than the work day following the election.

Paramount Health Care
MAUMEE BOARD OF EDUCATION
 2013-2014

	<u>Option A</u>	<u>Option B</u>	<u>Option C</u>
<u>PRIMARY CARE PHYSICIANS VISITS</u>			
Office Visits	\$10 copay	\$20 copay	\$20 copay
Diagnostic Outpatient Testing	No copay	No copay	No copay
Physical and Occupational Therapy	\$10 copay/V, 60 visits	\$10 copay/V, 60 visits	\$20 copay/V, 60 visits
Speech Therapy	\$10 copay/V, 60 visits	\$10 copay/V, 60 visits	\$20 copay/V, 60 visits
Chiropractic	\$10 copay/V, 20 visits	\$20 copay/V, 20 visits	\$20 copay/V, 20 visits
<u>SPU SURGERY</u>	No copay	No copay	20% coinsurance
<u>HOSPITALIZATIONS</u>			
	No copay	\$500 copay	20% coinsurance
<u>EMERGENCY ROOM (Copay waived if admitted)</u>			
	\$25 copay	\$100 copay	\$100 copay
<u>MATERNITY</u>			
First Visit	\$10 copay	\$20 copay	\$20 copay
Hospital	No copay	\$500 copay	20% coinsurance
<u>MENTAL HEALTH</u>			
Inpatient	No copay	\$500 copay/A	20% coinsurance
Outpatient	\$10 copay/V	\$20 copay/V	\$20 copay/V
<u>SUBSTANCE ABUSE</u>			
Inpatient Rehabilitation	No copay	\$500 copay	20% coinsurance
Outpatient Rehabilitation	\$10 copay/V	\$20 copay/V	\$20 copay/V
<u>PREVENTIVE CARE</u>			
Routine Eye Exam (per benefits schedule)	No copay	No copay	No copay
Routine GYN Exam (1 per calendar year)	No copay	No copay	No copay
<u>PRESCRIPTIONS</u>			
Contraceptives	\$5/\$15/\$30, 30 day Covered	\$15/\$20/\$35, 30 day Covered	\$15/\$20/\$35, 30 day Covered
Diabetic Supplies	Covered	Covered	Covered
31-90 Day Supply (MOD only)	\$10/\$30/\$60 copay	\$30/\$40/\$70 copay	\$30/\$40/\$70 copay
Specialty Drugs	20% coinsurance to max \$50	20% coinsurance to max \$50	20% coinsurance to max \$50
<u>DURABLE MEDICAL EQUIPMENT</u>			
	No copay	No copay	No copay
<u>COINSURANCE LIMIT</u>			
Single/Family	\$1500/\$3000	\$1500/\$3000	\$2500/\$5000
<u>IN-NETWORK DEDUCTIBLE</u>			
Single/Family	n/a	n/a	n/a
<u>IN-NET LIFETIME MAXIMUM</u>			
	n/a	n/a	n/a
<u>BARIATRIC SURGERY</u>			
	Not covered	Not covered	Not covered

APPENDIX F DATES

IMPORTANT DATES

DL = deadline

January 1, 2013: Effective date of Agreement

January 1 of each year:

Supplemental salary schedule increases effective - 6.07

Second pay in January : *New salary schedule* reflected in paycheck

Fourth week after first semester: : DL to submit official transcripts for movement *on salary schedule* - 8.04.

February 1 to March 31 : Time period during which the second or successive assessment(s) of staff members on Limited Contracts must be completed.

April 1 : DL to request a *supplemental contract* - 6.02b

April 1 : DL for notifying Superintendent of intention to enroll one's out-of-district dependent(s) in the Maumee City Schools during the succeeding school year.

April 15 : DL to request *lump-sum summer pay* - 7.01

April 30 : DL for Superintendent to notify those not rehired under a *supplemental contract* - 6.02e.

April 30 : DL for Superintendent to *notify non-tenured teachers* of continued employment (ORC 3319.11)

May 1-31 : Committee meets to establish guidelines for modifications of the elementary conference periods on the nine special activity days - 10.08i.

May 1 : DL to apply *for department chair* - 6.06e

May 15 : DL to *elect department chairs* - 6.06b

May 15 : Earliest date to *commence maternity leave* to be eligible to have leave continue through next school year - 9.07a.

June 1 : DL to post *summer school vacancy list* - 12.14a.

- June 1 : DL for Association to send Board *information on officers*, etc. - 1.03
- Last teacher work day : DL to request *summer vacancy notices* -- can be added later in summer (10 days to respond to vacancy notice) - 12.13c
- End of first year on RIF list: : RIFed members must reapply to remain on list – 12.08
- June 10 : DL to notify treasurer’s office for unused personal leave payment 9.04f
- July 1 : Salary designation sheets mailed -7.03
- July 10 : DL to notify Board of *Resignation*. (ORC 3319.15)
- Second pay In August: : Stipend for *professional development* activities – 6.19a
- Day before the First student day: : DL for enrolling out-of-district dependent(s) in the Maumee City Schools on a tuition-free basis - 14.01.
- Second student day of school: Continuing through one student day prior to the last student day as time during which elementary planning periods are assured – 10.08
- September 1-30 : Window to modify/reinstate *dues deduction* - 2.02b
- October 1 : DL to submit official transcripts for advancement on salary schedule - 8.04
- November 15 : DL for Association President & Superintendent to meet to formulate *seniority lists* - 12.12a
- December 1 : DL to post *Seniority lists* - 12.12b
- December 10 : DL to *appeal placement* on seniority lists -12.12b
- 15th of each month : DL for Board to remit to Association treasurer dues deductions - 2.01e
- 15 work days after knowledge of act/conditions upon which grievance is based--
DL for *presenting grievance* to immediate supervisor - 5.01b
- Two days prior to Personal Leave –
DL to submit *Personal Leave form* except in emergency - 9.04b

APPENDIX G

DEFINITIONS

ASSAULT, STUDENT (9.05):

Student assault is a physical attack on a certificated/licensed staff member by a student.

CATASTROPHIC ILLNESS OR INJURY (9.03a):

To qualify for use of the sick leave pool, a member must be experiencing an illness or injury of a serious, protracted nature and one that is resulting in severe financial hardship. (A normal pregnancy is not classified as a catastrophic illness.)

COMPARABLE POSITION (9.07):

A comparable position is one with "like seniority, status, and pay" (ORC 5903.03) to the position previously held by the certificated/licensed staff member.

CONTACT HOURS (10.07):

Contact hours are the actual clock hours a class, workshop, etc., is in session, exclusive of time devoted solely to a meal.

DAYS:

Whenever this word is used alone it refers to calendar days.

WORK DAYS, CONTRACT DAYS, SCHOOL DAYS:

These synonymous terms refer to those days for which certificated/licensed staff members are compensated (includes days when students are in session and teacher work days).

DEPARTMENT (Article VI):

A department is a curricular/specialty area (or a combination of areas when the separate areas have fewer than 3 members each) recognized as distinct from other curricular/specialty areas.

DESIGNATED TO PARTICIPATE (6.10c):

This phrase means "asked or assigned to" participate in curriculum design and/or textbook selection. Clarification as to reimbursement or released time, if any, can be obtained prior to beginning the designated task(s).

ELIGIBLE CERTIFICATED/LICENSED STAFF MEMBER (11.05): See section 11.05.

EXTENUATING CIRCUMSTANCES (7.02b):

Extenuating circumstances are those unusual occurrences that prevent the timely processing of the payroll. However, if a reasonable effort can overcome an extenuating circumstance, such circumstance shall not be grounds for a delay in paycheck delivery.

IMMEDIATE FAMILY (9.02 f 5):

For purposes of using sick leave, the immediate family is defined as "dependent relations residing in the same household as the staff member prior to the illness, or parents, or spouse, or children or grandchildren regardless of where they reside). Use of sick leave to care for a sick grandchild is limited to one day per year.

MIDDLE SCHOOL ACADEMIC TEAM LEADER (6.04):

The certificated/licensed staff member elected by his/her colleagues to coordinate the activities of one of the six academic teams, two at each of the three grade levels, at Gateway Middle School.

NEW POSITION (1.01b):

A new position is one which has not existed before in this school district, or carries a new job title and description.

PER DIEM RATE:

As used in 6.12, per diem rate means the certificated/licensed staff member's base pay (exclusive of pay for extracurricular assignments, extended time, or other extra pay) divided by 185 days.

As used in 6.18(a), per diem rate refers to the certificated/licensed members' base pay plus longevity divided by 185 days.

As used in 9.05c, per diem rate refers to the certificated/licensed staff member's total annual pay (base pay plus pay for extracurricular assignments, extended time, etc.) divided by the total number of days he/she is on duty each year (185 + number of days of extended time).

PLANNING TIME:

"Planning time" is defined as the specified number of minutes within the normal student day during which the certificated/licensed staff member has no responsibility for either student contact/supervision or as administratively assigned task. Certificated/licensed staff members may, however, voluntarily work with students or assume tasks during their planning time.

PROFESSIONAL DEVELOPMENT ACTIVITIES (6.19):

These are planned activities which can be demonstrated to contribute to a certificated/licensed member's skills related to his/her professional assignment(s). Generally such activities have been approved in advance on the "Request for Approval of Professional Development Activity" form or the pink "Request for Attendance at a Professional Meeting" form. (forms to be jointly developed)

SENIORITY (12.04):

See section 12.04 for definition.

SPECIAL ACTIVITY DAYS (10.08):

These are days, limited to no more than nine (9) half days per school year, on which a special activity such as an assembly, holiday party or observance, etc., disrupts regularly scheduled classes at the elementary level.

VACANCY (12.13):

In this Agreement a vacancy is defined as a position within the bargaining unit that is unoccupied and for which no one has a lawful right to continue therein.

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Memorandum of Understanding
Between
Maumee Education Association
And
Maumee Board of Education

STATE EMPLOYMENT
RELATIONS BOARD
2014 JAN 17 AM 9:38

WHEREAS, the Board and the MEA are currently parties to a Master Agreement effective January 1, 2013 through December 31, 2015; and

WHEREAS, the Board and the MEA understand that the evaluation of teachers and all certificated staff in the MEA bargaining unit, including those employed under the provisions of Emeritus Employment contained within the Master Agreement, will be in accordance with state law, Board policy, and the procedures contained within this MOU; and

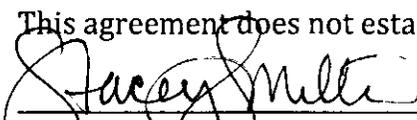
WHEREAS, a committee comprised of five Board representatives and five MEA representatives (the Ohio Teacher Evaluation System (OTES) committee) has met to discuss changes to evaluation procedures and forms;

NOW, THEREFORE, the Board and MEA agree to the following:

1. Evaluations shall be completed utilizing the evaluation forms developed or selected by the OTES committee to evaluate teachers who spend at least 50% of their time providing student instruction to which the standards-based teacher evaluation framework adopted by the State Board of Education known as OTES applies (hereinafter "covered teachers"). These forms will replace all forms currently included in the 2009 Staff Evaluation handbook for covered teachers. Copies of the relevant forms are attached.
2. The OTES committee will agree upon the evaluation process to be followed for the 2013-14 school year for covered teachers. This process will replace the process described in the 2009 Staff Evaluation handbook for covered teachers.
3. The OTES committee will agree upon the timelines for evaluations for covered teachers. These timelines will replace all dates, deadlines, and timelines currently included in the 2009 Staff Evaluation Document for covered teachers.

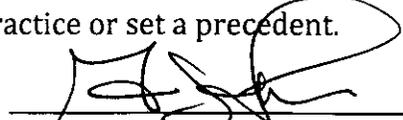
4. For covered teachers, Tracks I, II, and III in the Staff Evaluation handbook will be replaced with the following teacher ratings, as defined by State law, and ODE:
 - Accomplished
 - Skilled
 - Developing
 - Ineffective
5. Evaluations for covered teachers will be completed by personnel (not members of the MEA) who are:
 - Credentialed according to ODE guidelines
 - Approved to evaluate based upon Board policy
 - Not 3rd party evaluation companies/firms/non-profits, unless mutually agreed upon by the OTES committee.
6. Employees who spend less than 50% of their time providing student instruction such as nurse, dean, guidance counselor, speech pathologist, and others, will continue to be evaluated in accordance with the 2009 Staff Evaluation Handbook.
7. Teacher signature on any evaluation document only indicates receipt of the completed evaluation.
8. A copy of the completed, signed evaluation shall be placed in the teacher's personnel file within 15 (fifteen) workdays following the post-conference, unless otherwise agreed for necessary adjustments to the evaluation.
9. Teachers may file a written response and/or rebuttal to the evaluation which shall become part of the evaluation instrument.
10. The OTES Committee will continue to meet throughout the 2013-14 school year, and biannually or more as needed, to continue to revise and update the evaluation process (including but not limited to forms, timelines, processes, student growth measures and percentages) and develop an OTES Handbook to replace the 2009 Staff Evaluation Document for covered teachers.

This agreement does not establish past practice or set a precedent.



Representing the M.E.A.

12/19/2013
Date



Representing the Board of Education

12/20/2013
Date

STATE EMPLOYMENT
RELATIONS BOARD

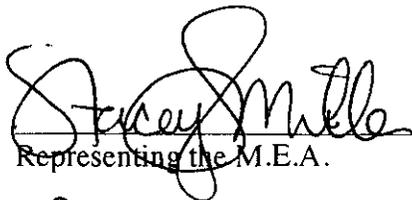
2014 JAN 17 AM 9:38

Memorandum of Understanding
Between
Maumee Education Association
And
Maumee Board of Education

The Maumee Board of Education and Maumee Education Association agree to modify Article 6.20 of the MEA contract – MENTORSHIP to make the language generic to address possible future legislative changes. The parties agree to review the language annually or on an as needed basis due to rapidly changing state law. Mentorship language will read

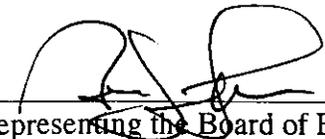
“Per OAC 3301-24-04, a mentor will be provided to teachers required by law to have a mentor. Teachers must be certified in accordance with state requirements to serve as mentors. The teacher will receive the equivalent of five release days per semester to fulfill the duties of the mentorship program established by the district. The provision continues only so long as the state requires by law a mentor program for entry year teachers. The mentor will be recommended by the LPDC with approval of the superintendent”.

This agreement does not establish a past practice or set a precedent.



Representing the M.E.A.

Oct. 28, 2013
Date



Representing the Board of Education

11-20-2013
Date

2014 JAN 17 AM 9:38

Maumee Education Association
And
Maumee Board of Education

The Maumee Board of Education and Maumee Education Association agree for the 2013-14 school year to utilize the donation received from the St. Luke's Hospital Foundation to pay for Rachel Hostetler to work as a district athletic trainer. This position requires an athletic trainer license and NATA certification.

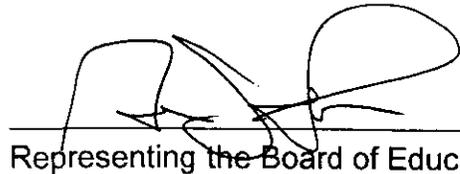
The donation (\$9000) will cover all costs, salary and benefits - \$7609 salary (representing approximately 220 hours of athletic training services; monthly game/contact coverage) and \$1399 for the Board's share of STRS and Medicare, for athletic training services. Her schedule will be set as agreed upon by her and Kurt McClurg.

This agreement does not establish a past practice or set a precedent.



Representing the MEA

Date 10/12/2013



Representing the Board of Education

Date 10/14/2013

STATE EMPLOYMENT
RELATIONS BOARD

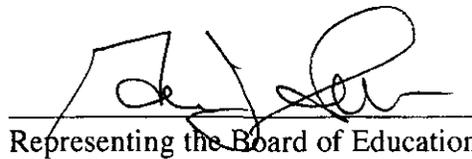
2014 JAN 17 AM 9:38

Memorandum of Understanding
Between
Maumee Education Association
And
Maumee Board of Education

The Maumee Board of Education and Maumee Education Association agree to permanently delete Article 7.01 – Lump Sum Pay from the collective bargaining agreement effective immediately.


Representing the M.E.A.

5/2/08
Date


Representing the Board of Education

5/2/08
Date

STATE EMPLOYMENT RELATIONS BOARD

RECEIVED JAN 17 2014