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11/21/2013

**Negotiated Agreement**

**Between the**

**Miamisburg Classroom Teachers' Association**

**And the**

**Miamisburg City School District  
Board of Education**

**July 1, 2013 - June 30, 2015**

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## Important Dates and Information

September 1 – First possible date for formal and informal observations. Those members being evaluated on the OTES model should have at least one formal and one informal observation before the end of the 1st Semester and one formal and informal observation before the end of the 2nd Semester.

September 15 – Last date for applying for continuing contract status

September 30 – Last date for requesting Fair Share fee payer status

October 5 – Last date for registering for the Sick Leave Bank or to request removal from Sick Leave Bank. Removal must be submitted, in writing, to the Treasurer's office.

October 15 – Last date for submitting any "Option 2" Professional Development Proposals

October-November time frame – Open Enrollment for Health and Dental Insurance

November – May – Payroll deductions for MCTA dues

January 1 – New coverage year for insurance begins

February 1 – Last date for retirees who wish to be rehired to submit their written intent to do so to the Director of Human Resources

March 1 – Last date for the district to respond with its intent to honor or deny retirees request to be rehired

April 30 – Last date for requesting consideration for transfer or reassignment

May 1 – Last date for OTES observations.

May 10 - Members evaluated under the OTES model shall be provided a copy of the final formal written evaluation report.

May 15 – Begin date for submitting any "Option 2" Professional Development Proposals for the upcoming school year

July 1 – Last date for renewal of supplemental contract holders receiving satisfactory evaluations

Employee Kiosk:

Any sick leave or personal leave usage should be recorded in Kiosk no more than three days following the absence(s). Professional leave is not recorded on Kiosk.

Supplemental Pays:

Supplemental Contracts are paid in November, February, and May.

Extended Service Contracts are paid in August and June

Attendance Incentive is paid in March and August

All of the above payments should arrive on a separate paycheck.

Steps are still frozen for the duration of this contract. You will continue on the step you were assigned during the 2011-2012 and 2012-2013 school year for the next two years beginning June 1, 2013 - June 30, 2015.

<b>MIAMISBURG CITY SCHOOLS</b>					
<b>FY 2013-14 Salary Schedule</b>					
Years	Bachelors	150 Hours	Masters	MA+15	MA+30
0	\$36,371	\$39,281	\$41,463	\$42,191	\$43,646
1	\$38,408	\$40,772	\$43,136	\$43,864	\$45,501
2	\$39,718	\$42,264	\$44,810	\$45,537	\$47,356
3	\$41,027	\$43,937	\$46,664	\$47,392	\$49,210
4	\$42,518	\$45,610	\$48,519	\$49,247	\$51,065
5	\$44,009	\$47,283	\$50,374	\$51,102	\$52,920
6	\$45,682	\$49,138	\$52,411	\$53,139	\$54,775
7	\$47,356	\$51,029	\$54,448	\$55,175	\$56,812
8	\$49,029	\$52,884	\$56,485	\$57,212	\$58,849
9	\$50,884	\$54,921	\$58,522	\$59,249	\$60,886
10	\$52,738	\$56,958	\$60,558	\$61,286	\$63,104
11	\$54,593	\$58,994	\$62,595	\$63,323	\$65,323
12	\$56,630	\$61,031	\$64,632	\$65,359	\$67,542
13	\$58,667	\$63,068	\$66,669	\$67,396	\$69,760
14	\$60,704	\$65,105	\$68,705	\$69,433	\$71,979
15	\$60,704	\$65,105	\$68,705	\$69,433	\$71,979
16	\$61,358	\$66,123	\$69,724	\$70,451	\$73,088
17	\$61,358	\$66,123	\$69,724	\$70,451	\$73,088
18	\$62,013	\$67,142	\$70,742	\$71,470	\$74,198
19	\$62,013	\$67,142	\$70,742	\$71,470	\$74,198
20	\$63,032	\$68,160	\$71,761	\$72,488	\$75,325
21	\$63,032	\$68,160	\$71,761	\$72,488	\$75,325
22	\$64,050	\$69,178	\$72,779	\$73,507	\$76,416
23	\$64,050	\$69,178	\$72,779	\$73,507	\$76,416
24	\$65,068	\$70,197	\$73,797	\$74,525	\$77,544
25	\$65,068	\$70,197	\$73,797	\$74,525	\$77,544
26	\$66,087	\$71,215	\$74,816	\$75,543	\$78,635
27	\$66,087	\$71,215	\$74,816	\$75,543	\$78,635
28	\$67,105	\$72,234	\$75,834	\$76,562	\$79,762
29	\$67,105	\$72,234	\$75,834	\$76,562	\$79,762
30	\$67,105	\$72,234	\$75,834	\$76,562	\$79,762

**MIAMISBURG CITY SCHOOLS**  
**FY 2014-15 Salary Schedule**

Years	Bachelors	150 Hours	Masters	MA+15	MA+30
0	\$37,098	\$40,066	\$42,292	\$43,034	\$44,518
1	\$39,176	\$41,587	\$43,999	\$44,741	\$46,410
2	\$40,511	\$43,108	\$45,705	\$46,447	\$48,302
3	\$41,847	\$44,815	\$47,597	\$48,339	\$50,194
4	\$43,368	\$46,521	\$49,489	\$50,231	\$52,086
5	\$44,889	\$48,228	\$51,381	\$52,123	\$53,978
6	\$46,596	\$50,120	\$53,459	\$54,201	\$55,870
7	\$48,302	\$52,049	\$55,536	\$56,278	\$57,948
8	\$50,009	\$53,941	\$57,614	\$58,356	\$60,025
9	\$51,901	\$56,019	\$59,691	\$60,433	\$62,103
10	\$53,793	\$58,096	\$61,769	\$62,511	\$64,366
11	\$55,685	\$60,174	\$63,846	\$64,588	\$66,629
12	\$57,762	\$62,251	\$65,924	\$66,666	\$68,892
13	\$59,840	\$64,329	\$68,001	\$68,743	\$71,155
14	\$61,917	\$66,406	\$70,079	\$70,821	\$73,418
15	\$61,917	\$66,406	\$70,079	\$70,821	\$73,418
16	\$62,585	\$67,445	\$71,118	\$71,860	\$74,549
17	\$62,585	\$67,445	\$71,118	\$71,860	\$74,549
18	\$63,253	\$68,484	\$72,156	\$72,898	\$75,681
19	\$63,253	\$68,484	\$72,156	\$72,898	\$75,681
20	\$64,292	\$69,522	\$73,195	\$73,937	\$76,831
21	\$64,292	\$69,522	\$73,195	\$73,937	\$76,831
22	\$65,330	\$70,561	\$74,234	\$74,976	\$77,944
23	\$65,330	\$70,561	\$74,234	\$74,976	\$77,944
24	\$66,369	\$71,600	\$75,273	\$76,015	\$79,094
25	\$66,369	\$71,600	\$75,273	\$76,015	\$79,094
26	\$67,408	\$72,639	\$76,311	\$77,053	\$80,207
27	\$67,408	\$72,639	\$76,311	\$77,053	\$80,207
28	\$68,447	\$73,677	\$77,350	\$78,092	\$81,357
29	\$68,447	\$73,677	\$77,350	\$78,092	\$81,357
30	\$68,447	\$73,677	\$77,350	\$78,092	\$81,357

## **PREFACE**

The Miamisburg City School District and the Miamisburg Classroom Teachers' Association support the following statement regarding professionalism.

As a professional educator, I understand that there are expectations that go beyond the job description or contract language. The importance and impact I have on the development and achievement of each and every student I have in class is why I am a teacher. I understand that I am the single most important component of an effective school and an effective education. Therefore, as a teacher I believe it is my obligation to adhere to a general code of professional conduct and responsibility to my students and to my fellow teachers which includes:

1. Consistent and punctual attendance.
2. Faithfulness and promptness in attending to the educational needs of all students during each work day.
3. Modeling an effective learning environment with clear behavioral and learning expectations, within a shared set of values that contribute to an atmosphere of mutual respect and appreciation.
4. Promoting and supporting behavioral expectations outside of the classroom, while on school grounds and attending extracurricular events.
5. Continued professional improvement, including, but not limited to, attendance and active participation in building and district meetings, committees, in-service, curriculum development and community outreach.
6. Responsibility for my personal actions and dress, in recognition that they are a reflection on the reputation of the district, my school, and my colleagues, as well as having an impact on the district's legal responsibility for the safety and welfare of students.
7. Voluntary participation in school and community events outside of the school or classroom setting.
8. Fostering an environment that is accepting, respectful, and embracing of diversity.
9. Taking reasonable measures to keep personal beliefs and views separate from the educational content and standards adopted by the district or state.
10. Providing each and every student and teacher in my learning community with experiences that liberate and empower them to reach their fullest potential.

## **ARTICLE I - RECOGNITION AND NEGOTIATIONS**

- A. This Agreement is between the Miamisburg City School District Board of Education, hereinafter called the "Board", and the Miamisburg Classroom Teachers' Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter called the "Association".
- B. The Board recognizes the Association as the sole and exclusive representative of the certified/licensed teaching staff. Certified/licensed teaching staff shall include all certified/licensed staff with the exception of the Superintendent, Assistant Superintendents, Deputy Superintendent, Directors, Principals, Assistant Principals, School Psychologists, Physical Therapists, Occupational Therapists, Dean of Students, Supervisors, Substitutes who are not entitled to regular teacher compensation and benefits under Board policy, Social Workers, and Athletic Director. Members of the bargaining unit shall be referred to as "teacher(s)" in the Agreement. The Association shall submit its membership list to the District Treasurer by November 1 of each school year.
- C. Teachers have the right to join, participate in, and assist the Association or to choose fair share fee payer status. However, membership shall not be a prerequisite for employment or continuation of employment of any teacher.
- D. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding wages, hours, terms, and other conditions of employment of teachers, and the continuation, modification, or deletion of provisions of this Agreement.
- E. **Procedures for Conducting Negotiations**
  - 1. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party between ninety (90) and one hundred twenty days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith. Prior to the first bargaining session the parties shall determine the procedure(s) for negotiations and submit their suggestions for changes in the successor agreement, if necessary.
  - 2. If during the term of this contract, both parties request to change the contract on any individual article(s), the dispute process in this contract will be utilized to resolve any disagreement. If no agreement is reached (after exhausting the dispute process), the procedure provided in Ohio Revised Code (ORC) 4117.14 shall be used.
  - 3. If the parties agree to utilize an alternative impasse resolution procedure to that provided by the State Employee Relations Board (SERB), the parties shall so inform the SERB at least fifty (50) days prior to the expiration of this Agreement.
  - 4. If no alternative impasse resolution procedure is mutually agreed to by the parties, the procedure provided in ORC 4117.14 shall be used.
  - 5. When and if a successor agreement is reached by the representatives of the parties, it shall be submitted to the Association for ratification and then to the Board for approval.
- F. **Validity**
  - 1. Consistent with ORC 4117, this written Agreement supersedes state law. If any provision of this Agreement otherwise conflicts with law, only that provision shall be inoperative, and the remaining provisions hereof shall remain in effect.
  - 2. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within thirty (30) days or any mutually extended time.

## **ARTICLE II - GRIEVANCE PROCEDURE**

### **A. Definitions**

- 1. A "grievance" is a complaint involving the alleged violation, misinterpretation, or misapplication of a specific and

express provision of this written Contract.

2. A "grievant" means the Association member adversely affected by an alleged violation of this Contract or the Association.
3. A "day" is an Association member work day during the regular school year or a weekday in the summer, exclusive of holidays.
4. If a grievant fails to file or appeal a grievance by the deadline specified in this procedure, the grievance shall be considered to be waived.
5. If an administrator fails to submit his written response or hold a meeting by the deadline specified in this Agreement, the grievant may appeal to the next step.
6. This grievance procedure is the exclusive remedy for any matter which could be presented by a teacher or the Association as a grievance under this Article; provided, however, that either party may seek to have an arbitration award enforced, modified, or vacated in accordance with ORC 2711.

#### **B. Right of Representation**

1. The aggrieved has the right of Association representation at all formal levels of the grievance procedure.
2. No reprisal shall be taken by either party against a person because of participation in the grievance process.
3. The Association shall have the right to be present at all formal grievance meetings, arbitration hearings, and shall have the right to be present at the adjustment of all grievances.

#### **C. Filing**

1. A grievance must be filed within twenty (20) days of the occurrence of the event or conditions on which the grievance is based.
2. A grievance should be filed with the appropriate administrator (that is, the administrator who can effectively grant the relief sought), but failure to do so shall not prejudice the grievant.
3. A grievance shall be filed using the authorized grievance form.

#### **D. Step One - Informal**

Before filing a written grievance, the grievant must discuss the matter with the appropriate administrator.

#### **E. Step Two - Formal Administration**

1. If the Step One discussion does not resolve the grievance, the grievant may file a written grievance, using the grievance form described, and said form shall contain a concise statement of the facts upon which the grievance is based, shall refer to the contract provisions allegedly violated, misinterpreted, or misapplied, and shall specify the date(s) of the alleged violation.
2. A copy of the completed form must be supplied to both the Superintendent and the Association.
3. The grievant may request a meeting with the appropriate administrator.
  - a. Such meeting shall be conducted within five (5) days after the administrator receives such request.
  - b. The grievant and the Association shall be advised in writing of the time, place, and date of such meeting.
4. The appropriate administrator shall give a written response to the stated grievance and relief sought.
  - a. Said response shall be within five (5) days of receipt of the grievance form by the administrator, or, if a meeting is held, within five (5) days after the meeting.

- b. A copy shall be provided to the Association and the Superintendent.
- c. The response shall include action being taken regarding the grievance and the reason for such action.

**B. Step Three - Superintendent**

1. If the appropriate administrator in Step Two is not the Superintendent, the grievant, if not satisfied with the Step Two response may request the matter to be considered at a meeting with the Superintendent.
2. Such request shall be in writing by completing the appropriate sections of the grievance form and shall be filed with the Superintendent within five (5) days of the grievant's receipt of the Step Two response.
3. Said meeting shall be held within five (5) days of receipt of the written request.
4. The Superintendent shall take action regarding the matter within five (5) days of the meeting, complete the necessary sections of the grievance form, and provide said completed form to the Association.
5. The action taken and reason for same shall be included on the grievance form.

**C. Step Four - Arbitration**

1. In the event the grievance is not resolved at Step Three, the Association is entitled to demand arbitration.
2. The Association shall give the Board Treasurer notice of intent to demand arbitration within ten (10) days of receipt of the Superintendent's response to the Step Three meeting.
3. The demand for arbitration and selection of an arbitrator shall be addressed to the American Arbitration Association in keeping with its voluntary rules and regulations, except that either party may request a second list. On a second list, the Board and Association will determine the arbitrator using the alternate strike method.
4. All other procedures relative to the hearing shall be according to the rules and regulations of the American Arbitration Association.
5. The arbitrator shall conduct necessary hearing(s) promptly and issue the decision within such time as is agreed upon. Processing of grievances shall be during non-school hours except as otherwise approved by the Superintendent or Board of Education. Arbitration hearings shall be scheduled to start no earlier than 12:00 Noon.
6. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion, which are not directly essential in reaching the determination. The decision of the arbitrator shall be in accordance with law and shall be binding on both the Board of Education and the Association.
7. The cost for the services of the arbitrator, including per diem fees, the cost of the hearing room, and a copy of a transcript for the arbitrator, if requested, will be shared equally by the Board and the Association.
8. Other expenses incurred in the arbitration process shall be the responsibility of the party so incurring the expense.

**D. Miscellaneous**

1. If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent at Step Three.
2. All documents, communications, and reports dealing with the processing of a grievance will be filed separately from a grievant's personnel file.
3. The Association may withdraw a grievance at any time without prejudice.

4. No grievant shall be represented in the grievance process except by Association authorized representatives.

### **ARTICLE III - ASSOCIATION RIGHTS**

The Association shall be granted the following exclusive teacher organization rights as the bargaining agent for teachers:

- A. Use of school bulletin boards in the teachers' lounge or preparation area, school mail, e-mail, and teachers' mailboxes
- B. Use of school buildings in accordance with regulations established by the Board.
- C. Making brief announcements at faculty meetings.
- D. Making brief announcements at the first general faculty meeting of the school year.
- E. When committees are established as a result of negotiations, a statement will be written determining the selection of members of said committees.
- F. The Association President and Vice President shall be provided with one (1) copy each of the Board meeting agendas at the same time they are sent to the administrative staff.
- G. The Association President shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school, including the annual financial statement and adopted budget.
- H. The Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Upon request of the Board or Administration, the Association shall provide all available information in its possession pertinent to collective bargaining or contract enforcement.
- I. The Board shall make payroll deduction of Association dues and assessments in accordance with Article XVIII of this Agreement.
- J. The Superintendent, District Treasurer, and three administrative designees, the President, Vice President, and three designated representatives of the MCTA will meet monthly at a mutually agreed upon time for the purpose of discussing program or policy matters of concern to either party. There will be monthly updates on district finances, curriculum, staffing, student needs, facilities, community relations and the continuous improvement process. An agenda will be forwarded to all parties prior to the meeting date each month. This group is hereafter referred to as the Labor Management Council (LMC).
- K. Representatives of the MCTA shall, as a group, be granted a total of no more than fifteen (15) days release time per year to attend the annual OEA Convention, meetings, conferences, or SERB hearings. The Board agrees to provide substitutes in their absence and continue their salary and benefits for those days. Request for said leave shall be made on the prescribed form and submitted to the Superintendent at least five (5) days in advance. Any additional days needed by the Association will be provided upon request with the knowledge that the Association will provide substitutes in their absence.
- L. The Board shall provide the Association with the names of newly hired teachers and shall send the Association a copy of each notice of recall from layoff. The Board agrees to provide the Association President copies of the seniority list by November of each school year.

### **ARTICLE IV - NEW TEACHER RIGHTS**

- A. Each new teacher shall receive with his/her contract of employment a copy of the current agreement between the Board and the Association. The Association shall provide the copy of the Agreement.
- B. Any teacher, new to the district will be required to attend the new teacher orientation program, not to exceed twenty-one (21) hours.

- C. A teacher, new to the district, with less than two (2) years experience and/or needing to pass Praxis is required to attend the new teacher training program (provided by the Board). This training shall be limited to an additional twenty-one (21) hours.
- D. All teachers new to the district shall keep current all certificates/licenses (excluding any licenses such as Master Teacher or National Board Certification) held when hired. Failure to do so will void rights in Article XII B.
- E. Upon ratification of this contract (August 29, 2013), all staff members will have one additional opportunity to decide/determine which licenses they wish to renew. After the next license renewal, all staff members shall keep all certificates/licenses held. All staff members must maintain licenses in their current teaching position. Failure to do so will void rights in Article XII B and will void recall rights.

## **ARTICLE V - DISTRICT CHANGE PROCESS**

As a part of the district Continuous Improvement Process and the ongoing needs assessment and evaluation of programs, issues of change in the educational program of the district may be identified. To examine and prepare a recommendation to address the changes in educational programs or program delivery at the building level, each building should establish a team to discuss and plan the proposed changes. The team is responsible for communicating with the building staff the areas they are discussing as well as seeking input from them. Membership of the team shall be representational of all of grade levels or departments within the building, and be determined by a majority of members in each group. In order to insure consistency in the process and conversations, staff members on the team must be willing to commit to the team for one (1) year and be willing to have regular attendance at the scheduled meetings. The team will notify the LMC of any program changes they are considering. After studying the change, the team will make a recommendation to the district LMC. After the LMC reviews the recommended change, the Superintendent may present the change to the Board of Education. District wide program changes or changes in delivery models will be addressed through LMC. The Change Process is designed to ensure a consistent process is in place to review major decisions affecting the educational program and delivery model, promote a collaborative process that responds to district needs while not impeding day to day operations, and decisions are made responsibly and expeditiously. The Change Process is not intended as a substitute for the bargaining process. Any recommended changes to the negotiated agreement should be handled through regular negotiations. An evaluation process should be established to determine effectiveness of any change. The Board maintains the authority to make a decision that is best for the students and the district as a whole, based on the consideration of educational goals along with financial, legal, and ethical considerations. Board authority to make the final decision is supported by Article XXVI, Sections 1 and 2 of this agreement and Board Policy GBB (Staff involvement in Decision Making). The process will not apply to state and federal mandates.

## **ARTICLE VI - PROFESSIONAL CONTRACTS**

All staff members are responsible for maintaining appropriate credentials to fulfill contractual responsibilities prior to the start of the contractual year. Failure to do so may result in disciplinary actions and/or separation of employment from Miamisburg City Schools. Wages shall reflect appropriate credentials.

After September 1, 2007, all staff members should keep current all certificates/licenses. Failure to do so will void rights under Article XII B.

### **A. Additional Hours**

Consideration for new contract status for pay purposes shall follow this procedure:

Each teacher who has completed training which would qualify him/her for a higher salary bracket shall notify the Human Resources Department in writing by September 15 or January 15 of any contract year. The Human Resources Department shall place the teacher in the proper salary bracket retroactive to the first pay, the thirteenth pay (on 24-pay cycle).

### **B. Contract Status: Non-tenured Staff**

The contractual procedures for the employment and re-employment of non-tenured certificated/licensed staff members shall be as follows:

1. All teachers new to the District shall be granted a one (1) year limited contract.
2. All teachers who have successfully completed three (3) years (3 one-year limited contracts) of teaching in the District, and who have been recommended by the Superintendent, shall be granted a two (2) year limited contract.
3. All teachers who have successfully completed a two (2) year contract, and who have been recommended by the Superintendent, shall be granted a three (3) year limited contract.
4. All teachers who have successfully completed a three (3) year limited contract, and who have been recommended by the Superintendent, shall be granted a three (3) year limited contract.
5. The Board may interrupt the above sequence, upon the recommendation of the Superintendent, due to teaching deficiencies of a staff member which are listed on the evaluation form. The Board will grant not more than two (2) successive one (1) year probationary contracts. In granting a probationary contract, the following procedure will be utilized:

The Superintendent/designee will notify, in writing, the teacher member of his/her intent to recommend a one (1) year probationary contract before April 1. The written notice must also include the deficiencies of the staff member and the recommendation(s) for improvement.

It is agreed that probationary contracts will be for only one (1) year in length. The Superintendent reserves the right to recommend a subsequent probationary one (1) year contract. Upon correction of the identified deficiencies, the bargaining unit member shall be returned to the limited contract sequence that was interrupted.

#### C. Continuing Contracts

1. Continuing contracts shall be issued in keeping with provisions of the Ohio Revised Code.
2. A teacher who expects to be eligible for continuing contract/tenure status as of April 1 of any school year, who is on a multi-year limited regular teaching contract, and who desires to be considered for continuing contract by the Board prior to April 30, shall give the Superintendent written notice of such intent between August 1 and September 15 of the year they desire to be considered. Before April 30, the Superintendent will give the teacher written notice whether or not he intends to recommend a continuing contract.

## **ARTICLE VII - PERSONNEL RECORD FILE**

- A. There will be established and maintained one (1) official file on all professional teaching staff members. This file will be maintained in the Central Administration Office and should be locked when not in use.
- B. Personnel files are privileged information but shall be open to inspection to the individual staff member, administrative personnel of the District, the State Department of Education, and authorized representatives of the employee, and others in accordance with applicable state and federal laws.
- C. Any change in staff member status shall be made part of this record. (Change of residence, marital status, degrees, hours of credit, etc.)
- D. The teacher concerned will receive a copy of all material before it is placed in his/her file (marked "teacher's copy").
- E. All materials or correspondence placed in the file must be signed by the staff member. This indicates only that the staff member has seen the material and does not indicate agreement or disagreement with the content. Should a teacher refuse to sign, it shall be so noted on the material and placed in the file.
- F. The teacher may write a statement on the material to be filed and in all cases shall have the opportunity to reply to such material in a written statement to be attached to the copy. Any material to be filed will be marked "personnel file".
- G. If an employee has completed three (3) years of satisfactory performance following the placement of material in his/her personnel file critical of his/her competence, character or manner, the teacher may request that his/her file be reviewed by the teacher and administrator in charge of the personnel file and, upon mutual agreement, said material

shall then be removed from the file and destroyed.

- H. Anonymous materials shall not be placed in a staff member's file nor be made a matter of record.
- I. Personnel record files shall include, but not be restricted to, the following:
  - 1. Application for employment, including References,
  - 2. Contract and Salary Status,
  - 3. Valid Teaching Certificate,
  - 4. Official Transcript(s),
  - 5. Written Evaluation of Classroom Visitations,
  - 6. Military Service and/or Previous Experience,
  - 7. Letters of Commendation or Praise,
  - 8. Awards for Professional or Civic Achievement.
- J. A written document shall not be used in any forum, hearing, or procedure to adversely affect a bargaining unit member unless it is placed in the teacher's personnel file within one (1) year of the act, occurrence, or event to which the document relates.

## **ARTICLE VIII - DISCIPLINE, TERMINATION AND NON-RENEWAL**

### **A. Disciplinary Action**

- 1. No discipline shall be issued without just cause. ("discipline" shall not include non-renewal of a limited contract.)
- 2. An administrator shall send the teacher a copy of any disciplinary action at the time it is placed in his/her file. The teacher has a right to meet with the administrator issuing the disciplinary action within one week of receipt of the copy to discuss the reasons for its issuance. The teacher has the right to Association representation at all disciplinary meetings.

### **B. Intermediate Actions**

- 1. Progressive discipline may include a verbal warning, letter(s) of reprimand, working suspension (with pay) for up to five (5) days and suspension without pay for up to five (5) days.
- 2. Any progressive discipline action may be repeated and/or skipped depending on the circumstances.

### **C. Termination of Contract**

- 1. The Board may terminate a teacher's contract for immorality, gross inefficiency, willful and persistent violations of reasonable regulations of the Board, or other good and just cause, in accordance with the procedures of ORC 3319.16.
- 2. No Teacher who has demanded a hearing under ORC 3319.16 may file or appeal a grievance related to his/her termination.

### **D. Non-Renewal of Contracts**

- 1. If the Superintendent intends to recommend the non-renewal of a limited regular teaching contract, he/she shall give the teacher prior written notice by April 1. Reasons for the decision to non-renew must be stated in the letter

and must be reflected in the teacher's evaluation or other documentation in the personnel file. No limited regular teaching contract shall be arbitrarily or capriciously non-renewed.

2. The teacher has the right to meet with the Superintendent to discuss his/her recommendation.
3. This section does not limit or restrict the Board's authority to non-renew a contract in accordance with ORC 3319.11.
4. A written notice of non-renewal is effective if hand delivered and/or placed in the U.S. mail on or before April 30.

#### **E. Exceptions**

See Articles IX and XII.

#### **F. Conflict with Law**

When provisions of Articles VIII, IX and XII conflict with State law, only the provisions of these Articles and this Negotiated Agreement shall apply.

## **ARTICLE IX - REDUCTION IN CERTIFICATED STAFF**

When the Board of Education determines that it is necessary to reduce the number of bargaining unit positions, reductions may be made by non-renewal or suspension of contracts or a combination of both.

These reductions will be discussed at the regularly scheduled LMC meetings at such time where there is ample opportunity to discuss appropriate academic strategies to compensate for said reductions.

LMC will meet with the administration to develop and submit to the Board a financial plan to eliminate the financial crisis. To ensure fairness the Association and the Board will pursue expenditure reductions in areas unrelated to the bargaining unit members before implementing the reduction in force policy.

#### **A. Procedures for Reduction**

1. If the Board effects staff reduction by non-renewal of teachers' contracts, such contract non-renewals shall be made on a system wide basis by non-renewing contracts by certificated/licensed area in which the teacher is teaching at the time of non-renewal on the basis of seniority.
2. If the Board effects staff reduction by suspension of teachers' contracts, such contract suspensions shall comply with ORC 3319.17. For purposes of suspension of contracts, continuing contracts shall be given preference over limited contracts in all cases.
3. Reductions will be made starting with the least senior members.
4. In reviewing positions vacated by a reduction in staff, the board will then establish the positions to be filled as a result of the reductions, retirements, and resignations at the time the RIF list is created.
5. As many positions as possible will be filled from the recall list based on seniority and licensure.
6. The remaining open positions will be posted internally for seven (7) days to allow current staff to express interest in a position and for the district to review the list of staff requesting a change in position. Through interviews, a review of licensure, and a review of qualifications, internal staff will be considered and may be selected for the open positions.
7. After current position openings have been filled with voluntary staff transfers, as many positions as possible will be filled through involuntary transfers, based on seniority and licensure.
8. Once all the above steps have been followed, the recall list will be used to fill any remaining open positions, again using seniority and licensure.

## **B. Seniority**

1. When used in this section, seniority is defined as years of continuous employment with the school district, as determined by Board minutes. When seniority among two (2) or more affected teachers is equal, preference shall be given as follows:
  - a. Total years of continuous service with the school district.
  - b. Total years of teaching experience in Ohio.
  - c. Amount of training in subject area or field. (Amount of training shall mean number of college credit hours beyond the Bachelor's Degree in the subject area or field.)
    1. First - holding of graduate degree in subject area or related field of study.
    2. Second - semester hours beyond a graduate degree in the subject matter or related field of study.
    3. Third - graduate degree in unrelated subject area or field of study.
    4. Fourth - semester hours in an unrelated subject area or field of study.
2. Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, and all time during suspension of contract, or non-renewal of contract as part of a reduction in force, if the teacher is recalled.
3. Seniority shall be lost when a teacher resigns, retires/rehires (Article XXXIII) or leaves the employ of the Board due to non-renewal or termination of contract; except that teachers, who have had their contracts non-renewed or suspended as part of a reduction in staff, shall have recall rights as provided in this section.

## **C. Recall Rights**

Teachers whose contracts have been non-renewed or suspended in accordance with this Article because of a reduction in force, shall have rights to recall as follows:

1. All rights provided in this provision for teachers on recall status shall be limited to thirty-six (36) months. The thirty-six (36) month period shall begin the day following the last actual work date of the employee being laid off.
2. Teachers whose contracts were non-renewed or suspended pursuant to this Article shall be recalled in reverse order of layoff to positions for which they hold a proper certificate. Teachers whose continuing contracts were suspended, however, shall have recall rights provided in ORC 3319.17.
3. Teachers on recall status shall notify the Superintendent of their current address, any name change, and telephone number(s). Notification of recall shall be by certified mail at the teacher's last known address or hand delivered by the Superintendent or Designee. Failure to contact the Superintendent to accept such recall within ten (10) calendar days from the date on which such notice is postmarked or receipt acknowledged shall remove the teacher from recall status. If that teacher is unable to accept recall because he/she is under regular contract with another school district, and provides a copy of the contract within ten (10) days, the teacher shall remain on the recall list as though the offer of recall were not made. If the teacher is not recalled during the recall period, his/her seniority will lapse and will not be carried forward. In like manner, a teacher shall remain on the recall list if he/she is unable to accept recall because, he/ she has a medical condition, as certified by a physician, preventing the recall, or, because she gave birth to a child within the eight (8) weeks previous to the beginning date of the employment offered, as certified by a physician.

## **D. Notice of Contract Suspension or Non-renewal**

When the Superintendent intends to recommend non-renewal or suspension of contracts to achieve a reduction in force, he shall give notice of such intent to the MCTA President fifteen (15) calendar days prior to Board action. A seniority list shall be prepared and kept updated ranking: all tenured teachers in the District by seniority, giving areas of certification and present teaching and building assignment, followed by all non-tenured teachers in the District in like manner. The MCTA President shall be supplied a copy of this list and each update.

## **E. Miscellaneous**

1. A teacher on layoff due to a reduction in staff shall be eligible to participate in group insurance programs provided to teachers for a period of eighteen (18) months following his/her last actual work day, by the teacher making timely payment of the total monthly premium for such coverage.
2. If a teacher is non-renewed due to reduction in staff, the teacher will be given written notice of that fact.
3. Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for reasons other than a reduction in force in accordance with the ORC 3319.11.
4. Only procedural compliance with this section shall be subject to the grievance procedure.

## **ARTICLE X - TEACHER EVALUATION**

The Board shall maintain an evaluation procedure for teachers meeting at least the following elements. For the length of this contract, the OTES MOU shall define the evaluation process for all qualifying teachers.

- A. There shall be one (1) adopted procedure and a uniform evaluation form(s). (See Board of Education Policy 7-0314-1 and associated Administrative Procedures).
- B. Each limited contract teacher, new to the district, and teachers in the last year of a limited contract shall be evaluated using the Comprehensive Evaluation Model.
- C. Each teacher on a two (2) or three (3) year limited contract, by mutual agreement between the teacher and administrator, may be evaluated each year using either comprehensive announced/unannounced or a Performance Target Portfolio.
- D. Teachers on continuing contract shall have comprehensive announced/unannounced or Performance Target Portfolio evaluation at least three (3) out of every four (4) year cycle. The evaluator has the option of using comprehensive in combination with or instead of the Performance Target Portfolio.
- E. The administrator(s) who completes the written evaluation and/or works with a teacher on Performance Target(s) shall hold a conference(s) with the teacher in accordance with adopted Board of Education Policy and Administrative Procedures. The administrator and teacher shall both sign the evaluation instrument, but the teacher's signature shall not necessarily constitute agreement with its content.
- F. Procedural compliance with this Article is subject to the grievance procedure, but the content of an evaluation is not.
- G. The Association and the Board recognize the fact that quality and accountability of instruction is maintained and insured when administrators informally observe classroom teachers unannounced. As a result, in addition to the formal evaluation process, building administrators may informally observe classrooms unannounced and have periodic professional dialogue with the teacher relating to these observations.
- H. Teachers going through the National Board Certification process may be granted up to two (2) professional days and may be exempt from the normal evaluation process that year of their contract.

## **ARTICLE XI - COMPLAINTS AGAINST TEACHERS**

- A. Before an administrator makes a parental or community complaint about a teacher a matter of written record, the administrator shall hold a conference with the teacher to inform him/her of the substance of the complaint, the identity of the complainant, and the approximate date(s) and conduct involved.
- B. No anonymous complaints or concerns against a teacher shall be used as the basis for termination of employment or become a matter of written record.
- C. The Board of Education shall not entertain a formal complaint about a teacher's performance from someone who is not employed by the Board unless the complaint has been raised through appropriate administrative channels.

Administrative procedures shall begin with a conference between the complainant and the appropriate building principal and an opportunity for the teacher to confer with that building principal to discuss the complaint. If the complaint is not resolved at this conference, the teacher shall have the right to Association representation at the next conference.

- D. If the complaint is presented formally to the Board after the teacher/administrator conference, the teacher may have Association representation in presenting his/her position to the Board.

## **ARTICLE XII - VACANCIES, TRANSFERS, REASSIGNMENTS**

The district agrees with the concept favoring the earliest possible date in hiring new staff to fill vacancies. However, the time of the year and possible supplemental contract combinations many times may dictate the length of time needed to fill a vacancy. The Board will make a sincere effort to employ/assign the most qualified, certificated instructor in subject matter which will include special areas.

Definitions:

**Transfer** - A transfer shall be defined as a change from one administrative unit to another within the school district.

**Reassignment** - A reassignment shall be defined as a change of subject taught or grade level.

**Vacancies** - A vacancy is an open position, which may result from a transfer, reassignment, resignation, retirement, termination, non-renewal, or the creation of a new position.

### **A. Vacancies**

1. As teaching vacancies, including summer school and adult education, for the following school year or for the present school year are approved by the Board, notification of vacancies shall be posted through staff email or building postings. Exceptions to this will be for vacancies occurring during the school year which must be filled immediately, vacancies shall not be filled until seven (7) calendar days following the date of publication of said vacancies.
2. Coaching and Extra-Curricular Vacancies
  - a. Coaching and extracurricular vacancies shall be posted as they occur and filled in the same manner as regular teaching positions.
  - b. Teachers currently employed full-time by the District will be given first consideration to fill a vacancy.

### **B. Transfers and Reassignments**

1. The Superintendent of Schools, by law, has the right of assignment of all staff members and will exercise said right. He will conduct a continuous study of the personnel needs of the District.
2. If transfers or reassignments are necessary, such changes may be made from a list of staff volunteers. Any teacher wishing to be considered for a reassignment or transfer shall notify the Superintendent, in writing, no later than April 30 of the school year proceeding the year in which the reassignment or transfer would take place.
3. No reassignment or transfer will be made without prior consultation with the teacher, including discussion of the reason(s) for the reassignment or transfer.
4. No teacher shall be transferred without his or her written consent from 7-12 grade level to K-6 grade level or from one 7-12 subject area exclusively to another subject area if temporary certification is required for the grade level or subject to which the teacher would be transferred.
5. No teacher shall be involuntarily transferred for any arbitrary reason or in a capricious manner.
6. If a program no longer meets the needs of the student body whether shown by lack of student involvement or which no longer meets the educational requirements of a changing society, and the program change would cause

the termination of a teacher contract, the following procedures will be followed. When provisions of Article XII, section 6 conflict with State law, only the provisions of this Article and this Negotiated Agreement shall apply. Exclusions to this language fall under Article IX--- Reduction In Certificated Staff.

- a. Program changes will be recommended to the Superintendent by a committee consisting of the following: MCTA President or designee, Superintendent or designee, building principal, teacher most involved, department chairperson involved and director designee.
- b. If the staff member(s) affected is/are not certified in another area, the teacher(s) involved in any program changes will have two (2) school years after the year of the recommended program change to obtain a new area of certification, selected on the needs of the district. During that two (2) year period, the teacher(s) will be assigned to the area(s) of certification on their State Teaching Certificate.
- c. Upon completion of the required courses, the teacher will be placed in a teaching position within the new area of certification. Seniority rules in Article IX of this agreement will be observed. Participation in this program will be determined by seniority, when the change is formally approved by the Superintendent.
- d. Teacher(s) with no other areas of teaching certification and within three (3) years of retirement may elect not to participate in the retraining option and retire. Within ninety days (90) of the retraining option offer, the teacher(s) will submit their official notice of retirement effective at the end of three (3) more school years.
- e. All courses for new certification must be completed, or assurance from the university that the program requirements will be completed prior to the start of the school year when new certification is required.
- f. It is the intent of this procedure to retain all staff. However, if the teacher does not participate or fails to complete the new certification program in the established two (2) year period, the Board shall non-renew or terminate the affected teacher contract. In accomplishing this termination or non-renewal, the Board shall not be held to the notification requirements contained in 3319.11, ORC or Article VIII of this Negotiated Agreement. Following Board action, the teacher will be notified.

## **ARTICLE XIII - TEACHING AND STUDENT LEARNING CONDITIONS**

### **A. Regular School Year**

1. The regular school year shall be one hundred eighty-four (184) days for the life of this contract.
2. One hundred eighty (180) days shall be instructional days, inclusive of no more than two (2) days for teacher-parent conferences.
3. Four (4) days may be used for teachers' staff development, instruction preparation, record keeping related to student progress, or other duties related to the instruction of students. There will be one (1) teacher work day (seven [7] hours each) at the beginning and end of the school year, one (1) staff development day (seven [7] hours) , consisting of 1/2 day district meetings/professional development and 1/2 day building meetings/professional development, and one (1) additional teacher work day (seven [7] hours) that may be accumulated anytime before or during the school year. Accumulation of hours for staff development or teacher workdays is subject to approval at the building level.
4. A teacher may accumulate three (3) additional hours of approved in-service or through participation in the district high school graduation ceremony to be eligible to check out three (3) hours early on the end of the year teacher work day.
5. There will be one (1) teacher work day at the beginning of the school year and one (1) at the end of the school year. In addition, there will be two (2) mandated professional development days. These two (2) professional development days will be embedded in the Board adopted calendar.
6. Effective in the 2011-12 school year, teachers will be able to choose from one (1) of two (2) professional development options:
  - a. Option 1 - Teachers choose to fulfill their contractual professional development obligations by participating in the district's scheduled professional development opportunities for the school

year.

b. Option 2 - Teachers choose to fulfill their professional obligations for the second yearly PD day by submitting a professional development proposal that includes seven (7) hours of professional development aligned to the district and/or building goals. The plan may contain hours of participation in district and/or building educational committees as well as activities outside paid work time. The plan would need to be submitted between May 15 and October 15 to the LPDC committee for approval. Once approved the teacher has committed to the plan and would not be participating in the second district PD day.

A transcript of the hours submitted by the teacher to the LPDC would be provided to the building principal. Failure to meet this obligation would result in docking of the teacher's pay.

## B. Regular School Day

1. The normal work day shall not exceed seven and one-quarter (7-1/4) hours. The usual work week shall be Monday through Friday. The usual work day shall be between the hours of 6:00 A.M. and 5:00 P.M.
2. The regular on-duty workday shall include a duty-free uninterrupted lunch period of thirty (30) consecutive minutes for each full-time teacher. The thirty-minute (30) lunch period shall be distinct from reasonable travel time for teachers required to perform duties in more than one (1) building. The lunch/recess/plan block at all K-5 buildings shall be fifty (50) minutes of uninterrupted duty-free time. The Board agrees not to reduce the teacher's duty free uninterrupted lunch period over the course of this contract.
3. Faculty, grade level/departmental and scheduled parent conferences may extend the teacher day. Formal staff meetings will be limited to one (1) per building per month. Curriculum meetings shall be scheduled through a combination of release time, paid time and before or after school time as an extension of the teacher day. However, building administrators shall endeavor to keep such meetings and conferences to a reasonable length and number.
4. Teachers shall not be required to use their planning period or scheduled planning time for substituting for a teacher who is absent.
  - a. The Board and Association agree that continuous planning time is the most effective model. The Board agrees not to decrease the amount of planning time over the course of this contract. The Board also agrees not to increase the student contact time during the life of this contract.
  - b. In grades 1-5 each teacher shall be given a block of not less than forty (40) consecutive minutes of planning time at least five (5) days per week. Half day kindergarten teachers will be provided two (2) half hour blocks of time each session per week with the understanding that recess and specials will not be given on the same day during the same session. In addition, the block of time between kindergarten sessions shall be duty free except for normal dismissal duties.
  - c. In grades 6, 7 and 8 each teacher shall be given a planning period equal to one special area period.
  - d. Beginning with the 2012-2013 school year, the high school will adopt a schedule that is a seven (7) academic period day. For the 2012-2013 school year, the high school planning period will be one academic period.

## C. Class Size

\*\* For the duration of this contract refer to clause 13.

1. The Board will maintain a pupil/teacher ratio mandated by the State of Ohio. This ratio, established by SB 170, will be 1:25 on a District-wide ratio. SB 170 sets the ratio at forty (40) classroom teachers per one thousand (1,000) students (ADM).
2. Classroom teacher means a certified employee who provides direct instruction to pupils, excluding teacher funded from money paid to the District under Division F of Section 3317.020 Ohio Revised Code or from federal sources, educational service personnel, and vocational and special education teachers.
3. The ratio of one (1) classroom teacher per twenty-five (25) students does not mean that a given teacher or a

given class may not have more or less than twenty-five (25) pupils, but does mean that on a school district average, there will be one (1) classroom teacher per twenty-five (25) students - forty (40) teachers per one thousand (1,000) students.

4. Based on the recommendation of a teacher, the Building Principal and Assistant Superintendent, request for a teacher aide shall be considered.
5. When regular education class enrollment in grades K-3 exceeds twenty-four (24) as an average in any grade in any building, the classroom teacher(s) affected will be paid two hundred fifty dollars (\$250), per nine (9) weeks, for each student over twenty-four (24). This payment will be based on the formula described below in #11. Payment will be made based on class counts on September 15, November 15, February 15 and April 15.
6. When regular education class enrollment in grades 4-5 exceeds twenty-five (25) as an average in any grade in any building, the classroom teacher(s) affected will be paid two hundred fifty (\$250), per nine (9) weeks, for each student over twenty-five (25). This payment will be based on the formula described below in #11. Payment will be made based on class counts on September 15, November 15, February 15 and April 15.
7. When a teacher in grades 6-8 has an average exceeding twenty-seven (27) students, they will be paid two hundred fifty dollars (\$250), per nine (9) weeks, for each student over twenty-seven (27). This payment will be based on the formula described below in #11. Payment will be based on class counts on September 15, November 15, February 15 and April 15.
8. When a teacher has an average exceeding thirty (30) students per class at the high school, they will be paid two hundred fifty dollars (\$250) per student for each student over that thirty (30) student average per nine (9) weeks. Class size will be calculated by nine (9) weeks based on class enrollment on September 15, November 15, February 15 and April 15 using the formula described below in #12.
9. Payment to special area teachers in grades K-8 and secondary physical education teachers for large class sizes will be calculated using the same formula as the high school -- #12. There will, however, be an annual maximum payment of \$2,000 to any special area teacher K-8 and secondary physical education teacher who qualifies. No ensemble class K-12 will be counted in any calculation.
10. The Board/Administration and the Association agree that class sizes and workloads should be equitable and that the number of students in a regular education classroom is a significant and important factor in the excellent quality of education. Class sizes should not be larger than necessary to maximize the learning experience for all students so the administration has the authority to hire any additional staff.
11. Calculation for K-5 class average.

Class size at the K-5 levels shall first be calculated using the formula below size

$$\frac{\text{Total Number of Students in a Particular Grade in a Given Building}}{\text{Total Number of Regular Education Teachers}} = \text{Average Class Size by Grade Level}$$

12. Payment for grades K-12 will be calculated using the formula below.

$$\frac{\text{Number of Students* in All Classes Each Nine Weeks}}{\text{Total Number of Sections Taught Each Nine Weeks*}} = \text{Average Class Size}$$

\*Teacher of record

13. For the duration of this contract the class size payout will be \$0.00.

#### D. Substitutes for Special Classes

1. The Board of Education will employ substitutes whenever possible to support Program Teachers in Art, Music, and Physical Education.

2. The Board will make a sincere effort to employ the most qualified, certificated instructor in subject matter and ability to work with high school students in classes held for Post-Secondary Education Option (PSEO) or new Tech Prep programs. It is not the Board's intent to take jobs away from the certified teachers in the District.

#### **E. School Calendar**

1. The calendar for the school year shall be recommended to the Superintendent two (2) years in advance by a committee composed of two (2) central office designees, one (1) secondary administrator, one (1) elementary administrator, the MCTA President/designee, one (1) teacher from each level (high school, middle school and elementary school).

The function of the committee, adopting a calendar to be recommended to the Superintendent, shall be carried out by a vote of committee members eliminating less popular opinions until a majority opinion is secured. The results of this action shall be presented to the Board, by the Superintendent, before the end of April the second preceding school year prior to the year in question. The Board may adopt or reject the recommendation. If rejected, the Board may then adopt a calendar of its choice.

2. Should a change become necessary in an established calendar, the matter of changes shall be outlined above, forward its recommendation to the Superintendent following the same procedure as outlined above.

### **ARTICLE XIV - CURRICULUM STUDY AND REVIEW**

- A. The Board supports the concept that teachers should be involved and have the opportunity to serve on curriculum committees. Every curriculum study and review committee shall ensure representation from every grade level involved in the study. Grade level teachers are welcome to participate in the study and attend all meetings. Grade level representatives will serve as facilitators for gathering grade level input, will chair grade level materials studies, and will present the grade level's recommendation for adoption.

Over a period of time, all teachers have the professional responsibility to serve on these committees. As the committees are functioning, release time during the school day may be granted to teachers on such committees as authorized in Article XIII Section B of this agreement. Such time can also be used to observe other school system programs and/or attend workshops or presentations.

- B. The Board will supply all required reference materials, texts, or equipment to be reviewed by the committees.
- C. Attendance at a curriculum workshop or visitation of other school systems shall be determined upon the recommendation of an administrator assigned to the committee. The Superintendent shall have the authority to approve all professional leave.

### **ARTICLE XV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

The District and the Association agree to maintain a local professional development committee (LPDC) in accordance with state statutes.

The handbook developed by the Miamisburg LPDC Committee shall govern the procedures for the processing of all hired certificated/licensed staff. Any revisions to the Miamisburg LPDC Handbook shall be implemented by mutual agreement of the Board and the MCTA.

The compensation for the LPDC members as set forth in the Miamisburg LPDC Handbook is based upon a dollar amount established in the Supplemental Salary Schedule of the negotiated contract between the Board and the MCTA. In addition, the compensation for the LPDC committee members shall be subject to the supplemental review committee, as set forth in the contract.

The LPDC and Administration shall act with reasonable promptness in processing documents required by the Ohio Department of Education in the ordinary course of teacher certification.

## **ARTICLE XVI - SAFETY TRAINING OF EMPLOYEES**

The District and the Association agree to maintain a program of safety and policy training for the welfare and benefit of employees. The established safety and policy programs will meet both State the Federal requirements.

Therefore, all employees are required to complete an adopted schedule of safety and policy training programs. The required list of programs will be mutually agreed upon and reviewed annually by the District and Association and be subject to District, State and Federal changes.

## **ARTICLE XVII - LEAVE OF ABSENCE**

### **A. Sick Leave**

#### **1. Sick Leave Accumulation**

Sick leave accumulation shall be unlimited.

All full-time teachers shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on leave of absence, or a total of fifteen (15) days per year. Upon completion of their contractual agreement the staff member shall be forwarded all their remaining unused sick days when leaving the employ of the district. Teachers employed in the State of Ohio for the first time shall be advanced five (5) days of sick leave. If any of the five (5) days of sick leave are used, they shall be deducted from the total sick leave which may be accumulated during the first four (4) months of service. Any teacher having used all available sick leave, at the beginning of each year, shall be advanced five (5) days of sick leave. If any of the five (5) days of sick leave are used, they shall be deducted from the total sick leave which may be accumulated during the first four (4) months of service.

#### **2. Sick Leave Policies**

Teachers who have accumulated sick leave are entitled to full salary for absences as specified below:

- a. For absence due to personal illness, pregnancy, recovering from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students; for absence due to illness, injury or death in the teacher's family. Family shall be defined as those residing under the same roof, blood or marital relatives, or others who are the responsibility of the teacher. Blood or marital relatives need not live with the teacher.
- b. For death or serious illness of a near relative and when travel beyond a one hundred (100) mile radius is required, up to two (2) days of sick leave for travel time may be used.
- c. For death of a teacher in the Miamisburg City School District.
- d. Sick leave application forms must be completed for any day or part of a day used. The form must include a signed statement justifying usage of sick leave for one of the reasons stated above. If medical attention is required, the statement must give the name and address of the attending physician and date(s) when he/she was consulted as per ORC 3319.141

#### **3. Termination of Employment, Transfer, and Sick Leave**

The previously accumulated sick leave of a teacher who has been separated from the public service may be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the teacher was last terminated from public service.

#### **4. Additional Considerations**

All teachers shall be responsible for using the established procedures of notification of the school when the provisions of the sick leave policies shall be used. Failure to do so may result in the denial of said benefits. Absences for legitimate reasons not covered by provisions of this policy may be granted without jeopardy to either position or standing. Appropriate salary reductions will be made in accordance with the terms of the teacher's contract. Abuse of sick leave shall be cause for disciplinary action. No payment of salary will be made for unauthorized absence, and such absence may be considered grounds for suspension or dismissal of the teacher.

## 5. Sick Leave Reporting

Sick leave accumulation and usage shall be reported on pay notifications.

## 6. Sick Leave Bank

The intent of the Sick Leave Bank is to provide paid days for catastrophic personal or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing unforeseen prolonged catastrophic personal or family illness or injury. Allotments will be limited to participating employees for use only in cases of catastrophic illness, injury or nonelective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SLBC).

Members may enroll in the Sick Leave Bank through October 5th of each school year with written notification to the MCTA President. Membership will automatically be renewed unless the member requests to be withdrawn from the bank in writing to the MCTA President.

Upon enrollment, a member shall contribute one half (1/2) day of his/her accumulated earned sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

a. Sick Leave Bank Committee shall be composed as follows:

- 1.) The Superintendent or his designee.
- 2.) Three members appointed by the MCTA President

b. General Procedures

- 1.) The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the District Treasurer.
- 2.) Decisions of the SLBC are final.
- 3.) The SLBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.
- 4.) An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
- 5.) Allotments will be limited to use for catastrophic illness or injury in the immediate family (mother, father, spouse, child). A doctor's statement describing the illness or injury is required with the
- 6.) An application will be considered by the committee when need of days are anticipated. However, only after a member has used all of his/her accumulated sick days and after five "wait" days have been used without pay, will days actually be granted. Explanation: The five-day (5) wait period will be unpaid leave docked at the member's per diem rate
- 7.) Days allotted from the Sick Leave Bank will be credited at 100% of the member's daily rate of pay.
- 8.) Once qualified to receive an allotment of days from the Bank, the maximum number of days a

member may receive from the Sick Leave Bank shall not exceed sixty (60) days per occurrence. Days allotted shall be in fifteen (15) day increments and renewed upon request from the member and approval of the SLBC. Allotted days may do not carry beyond the last day of the school year based on this contract.

- 9.) Allotments from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, supplemental contracts, or any other part-time or second position held by a member with a full-time contract.
- 10.) The Sick Leave Bank may not be used for pregnancy leave. Consideration may be given if catastrophic complications arise before, during or after delivery.
- 11.) A member does not accumulate sick leave while using days from the SLB.
- 12.) Days may not be received from the Bank for absences due to disabilities, which qualify the member for Workers Compensation personal benefits.
- 13.) The maximum amount of sick leave days in the Bank in any one (1) year will be two hundred forty (240) to be accumulated as follows:
- 14.) Each contributing member shall provide one-half ( $\frac{1}{2}$ ) day by October 5th in the current year of the Bank. If additional days are needed in that year, each member of the Bank may be asked to provide up to an additional day and one-half in half day increments. The contribution procedure will be the same for all remaining years of the Bank. At the end of each year all but one hundred (100) days of the Bank will be eliminated.
- 15.) Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.
- 16.) Upon return to work the returning member will be forwarded five (5) sick days which must be "paid back" when they have been accumulated at the rate of one and one quarter ( $1\frac{1}{4}$ ) days per month.
- 17.) All questions pertaining to the Sick Leave Bank should be directed to the MCTA President or designee.
- 18.) Special considerations from the Sick Leave Bank may be approved at the discretion of the SLBC following the return to normal contractual duties.

#### **B. Bereavement Leave**

Any teacher is entitled to three (3) days leave for death in the immediate family (mother, father, child, spouse). Any teacher is also entitled to one (1) day of leave for death of a grandparent, grandchild, in-law, sibling, or individual residing under the same roof. Such leave shall be in addition to any entitlement for use of sick leave or personal leave and shall not count against perfect attendance incentives.

#### **C. Practicing Faith Leave**

Any teacher may use up to two (2) days leave for holidays observed by their established religious faith. These days shall not be considered personal days or sick leave and use will not count against the Board attendance incentive bonus. Requests for Practicing Faith Leave must be made in writing to the Superintendent by September 1 of the current school year.

#### **D. Personal Leave**

Personal leave is defined as business that could not normally be performed outside of the regular school day. Categories for personal leave usage shall include, but not be limited to:

- o FUNERALS

- EMERGENCIES
- GRADUATIONS
- HEALTH ISSUES
- LEGAL ISSUE
- FAMILY FUNCTIONS
- NATIONAL BOARD CERTIFICATION

Appropriate use of personal days may include such reasons as appointments that could not be scheduled outside of the school day, graduations, real estate closings or a child's school function. Inappropriate use of personal days may include such reasons as vacation, extending pregnancy leave or recreational activities.

1. All full-time teachers shall be entitled to three (3) days of personal leave in any school year, without loss of pay. Abuse may result in progressive disciplinary action which may include docked pay at the per diem rate.
2. All personal leave granted under this provision would be either one (1) full day or one-half (1/2) day.
3. Personal leave days count as absences in the attendance incentive program.
4. Request of personal leave days must be submitted to the building principal on the proper form at least forty-eight (48) hours in advance of the requested leave except in case of unavoidable and documented emergency. It is the responsibility of the teacher to submit this documentation immediately following the emergency.
5. Personal leave for teachers who work on a part-time schedule shall be equal to the number of hours in his/her daily schedule times (x) three (3). Example: A teacher who regularly works three (3) hours per day may receive nine (9) hours of personal leave per year. Job share teachers will have their personal leave pro-rated based on their percentage of a full-time employee.
6. The combination of personal leave and comp days and practicing faith leave shall be limited to no more than two (2) teachers per building where enrollment is below 550 and four (4) teachers per building where enrollment exceeds 550. The Superintendent can grant emergency waivers for unavoidable situations. (Including practicing faith leave)
7. Any teacher who does not use a personal leave day during the school year and who qualifies for the attendance incentive in both semesters will be able to convert one (1) of their three (3) personal days in the following school year to an unrestricted day. That unrestricted day may be for any reason. Its use shall not count against any perfect attendance incentive. Its use will count against use of personal days and will therefore not allow the teacher to convert a personal day to an unrestricted day in the year following its use.
8. Up to two (2) additional days of personal leave may be granted at the discretion of the Superintendent. However, additional days may be granted only upon advance notice (in case of extreme emergency the employee may telephone the Superintendent in advance or upon return). Emergency personal days used in one (1) contract year will be subtracted from the three (3) personal days normally granted for the next contractual year. Denial of such additional days by the Superintendent shall not be subject to the grievance procedure.

#### **E. Court Leave**

1. A teacher absent from school for jury duty, either reporting or serving, shall be paid by the Board, upon providing evidence of the monies received from the Court, the difference between the amount received and contract amount that would have been paid by the Board for the day or days of absence.
2. In all cases where teachers are subpoenaed or summoned to appear for Grand Jury hearing or to appear in any court cases in which they are not parties, they shall be paid the difference between their witness fee and the contract salary for the period of absence of the amount received as a witness fee. This day will not be counted as a personal day or be held against the individual's perfect attendance, except in cases that are adverse to the position(s) of the Board of Education.

3. If a teacher is requested or directed by the Board or an administrator, in writing, to appear in court on behalf of the Board on a day when the teacher would be working for the Board, the Board shall pay the teacher the difference between the amount received, if any, for the appearance and any normal compensation from the Board lost because of such absence.

#### **F. Adoption Leave**

A Teacher may use his/her accumulated sick leave, up to six (6) weeks, for the adoption of a child.

#### **G. Pregnancy and Childbirth**

A teacher may use his/her accumulated sick leave for absence due to pregnancy, childbirth, or recovery from childbirth for the period of time in which she/he is physically or emotionally unable to perform her/his normal teaching duties. The teacher must submit a signed statement to justify use of sick leave for such purposes and list the name of the physician and the dates on which she/he was consulted.

#### **H. Unpaid Leaves of Absence**

The provisions of this Article govern unpaid leaves of absence. Upon written request of a teacher, the Board may grant unpaid leaves of absence for such reasons as personal illness or other disability, professional study, child care, including adoption of a child, service in elected public or Association office; or for other reasons as approved by the Board. Approval of all unpaid leaves is based on the ability to replace an employee with a qualified substitute.

##### **1. Pregnancy and Childbirth**

- a. To the extent that a teacher does not have sufficient accumulated sick leave, she/he shall be granted an unpaid leave of absence for the remaining period of time in which she/he is physically or emotionally unable to perform her normal teaching duties due to pregnancy, childbirth, or recovery from childbirth. A request for such leave must be in writing and supported by a doctor's statement as to the disability and the likely duration of the disability or the need for continued absence on account of the disability. A teacher intending to request an unpaid leave of absence must give the Superintendent a written request in a timely manner before the expected delivery date.
- b. A teacher returning from use of sick leave or an unpaid disability leave shall be assigned to the same position she/he held prior to the leave, if it exists. Otherwise, she/he will be assigned to a position for which she is certified/licensed.

##### **2. Other Unpaid Leaves of Absence**

- a. Request for unpaid leave shall be in writing and submitted to the Superintendent at least sixty calendar days before the expected leave is to begin.
- b. If the employee has been employed in the Miamisburg City School District less than five (5) years, unpaid leaves will be limited to the remainder of the current semester plus one (1) additional semester of school. If the employee has been employed five (5) years or more, unpaid leave will be limited to the remainder of the current semester plus three (3) additional semesters of school.
- c. The requested time of the leave will correspond to the starting and ending dates of grading periods.
- d. A teacher shall not accrue leave while on unpaid leave.
- e. A teacher may continue to participate in group insurance by paying the total monthly premiums to the Treasurer while on unpaid leave.
- f. A teacher shall not accrue service time placement purpose while on unpaid leave, but shall be given seniority credit for the period of unpaid leave.

- g. The Superintendent may require a teacher returning to active employment status after personal illness or disability to provide a doctor's statement that the teacher be able to perform regular duties.
- h. The Board is not obligated to return a teacher to active employment unless the teacher on an unpaid leave has given timely notice of return. Such notice should correspond to the expected semester of return. Notice dates of prior to December 1 for second semester and May 1 for the beginning of the next school year.
- i. If a teacher uses an unpaid leave of absence for purposes other than those for which the leave was granted, the Board may revoke the leave (effective immediately and impose appropriate discipline).
- j. A teacher returning from unpaid leave will be assigned to a position for which she/he is certificated/licensed.

## I. Assault Leave

1. The Board will grant assault leave to employees absent due to physical or emotional disability resulting from assault under the following conditions.
  - a. Any teacher who must be absent due to physical or emotional disability resulting from an assault while teaching or while participating in school-related activities on or off school premises, before, during, or after school hours, will be paid full scheduled compensation for the period of such absence up to one (1) full school year.
  - b. Assault shall be defined as any action that causes documentable physical or emotional harm to an employee.
  - c. Before assault leave will be granted, the teacher shall have furnished to the Superintendent, a written, and if possible, a signed statement describing the circumstances and events surrounding the assault.
  - d. The statement of the assault shall include:
    - 1.) Time and location of the incident.
    - 2.) Names and addresses, if known, of witnesses, if any.
    - 3.) Description of injuries sustained.
  - e. The teacher claiming assault leave will be required to obtain a physician's statement which documents a direct relationship between the physical or emotional injury and the assault, the nature of the disability, and the likely duration such disability will require the teacher's absence.
  - f. The Board may require the teacher to be examined by a Board-appointed doctor, at Board expense, to determine the extent of disability, duration of same, or continuation of the disability.
  - g. If the teacher's personal doctor and the Board-appointed doctor disagree on the disability, duration of disability or continuation of disability, the Board will obtain and pay for another doctor (from a separate practice) to examine the teacher. The decision of the third doctor will be final as to the issues in dispute at that time concerning the nature of the disability, expected duration of the disability, or continuation of the disability.
2. A teacher on assault leave shall not have such time off charged to sick leave.

## **ARTICLE XVIII - PAYROLL PROCEDURES**

- A. Regular teacher salaries (i.e., not supplemental salaries) shall be paid in twenty-four (24) pays on the 15th and 30th of each month. All employees shall be paid by electronic transfer.
- B. A teacher whose employment with the Board is ending or whose retirement is starting at the expiration of the school

year, or who clearly establishes an extreme financial emergency has the option to be paid the balance of the teacher's regular salary for that school year in the second pay in June, by submitting a written request for such payment to the Treasurer on or before May 15.

- C. The Board shall provide payroll deductions as required by federal, state, and local laws pertaining to income tax withholding. The Treasurer shall make deductions upon individual written authorization for credit union and other approved financial institutions, tax sheltered annuities, United Way, Fund for Children and Public Education, Ohio Tuition Credits, 125B plans and group insurance premiums. No teacher deduction shall be made for any insurance program or dues determined by the Association to be associated with a competing organization in the representation of teachers.
- D. The Treasurer shall make payroll deductions for Association dues in accordance with this section.
  - 1. The Association shall provide the Treasurer, in writing, annually, with the names of the individuals and the amount to be deducted from each for dues and assessments during the school. Such written notice must be given to the Treasurer on or before September 30. Along with the list, the Association shall submit a written authorization signed by the teacher for the payroll deduction. Unless revoked or changed in keeping with the procedures of this paragraph, an authorization will continue from school year to school. Such deductions shall be irrevocable for a period of one (1) year, except that authorizations may be withdrawn during a period of thirty (30) calendar days each year ending August 31. The Treasurer must receive written notification of the withdrawal from the teacher during that thirty-day (30) period. Notification of the thirty-day (30) withdrawal period ending August 31 shall be clearly set forth on the face of the deduction authorization form. The Association shall provide a teacher, upon request, with the form for revocation. In the event a refund is due a teacher, it shall be the responsibility of the Association to make such refund.
  - 2. Dues deductions shall be made in equal amounts in each pay, beginning with the first pay in November and ending with the last pay in May. The Board Treasurer shall transmit deducted monies to the Association officer designated to receive such monies within ten (10) days of the date of the payroll, accompanied by a list of teachers for whom the deductions were made and the amount withheld.
  - 3. When a teacher resigns, takes an approved unpaid leave of absence, or otherwise is separated from active Board employment, the balance of the Association dues to be deducted for that year shall be withheld from the last teacher paycheck if funds are available in that check.
  - 4. The Association shall defend, indemnify, and hold harmless the Board, individual Board members, the Treasurer, and any and all other officers and employees of the Board against any and all claims arising from or related to the deduction of dues and assessments under this section.
  - 5. Fair Share Fee
    - a. Payroll Deduction: The Board shall deduct from the pay of unit members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. The Association shall provide to the Treasurer a list of names of those unit members requiring fair share deductions on or before September 30 of each work year.
    - b. Notification: Notice of the amount of the annual fair share fee, not to exceed 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this Agreement for the purpose of determining the amount to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
    - c. Schedule of Deductions
      - 1) All Fair Share Fee Payers - payroll deduction of annual fees shall occur no later than the first payroll period on or after January 15th. The period prior to this shall be considered the waiting period prescribed in Ohio Revised Code Section 4117.09. In case of unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date after the later of:

- a. sixty (60) days of employment in a bargaining unit position or
- b. the first payroll period on or after January 15th.

2.) Upon Termination of Membership During the Year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

- d. Transmittal of Deductions: The Board shall transmit said fees along with the dues in accordance with the procedures utilized for regular dues deductions.
- e. Procedure for Rebate: The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(c) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
- f. Entitlement to Rebate: Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- g. The Association shall indemnify and hold harmless the Board and its agents from any liability arising from the implementation and execution of the terms and conditions of this fair share fee provision provided that:
  - 1.) The Board shall give twenty (20) day written notice of any claim made or action filed against it.
  - 2.) The Association reserves the right to designate counsel to defend the Board.
  - 3.) The Board agrees to give cooperation to the Association and its counsel in all proceedings; to permit the Association or its affiliates if it files an *amicus curiae* brief, and
  - 4.) The Board acted in good faith with regard to the fair share fee provision. There shall be no indemnification, however, if the Board intentionally or willfully fails to apply or misapplies the fair share fee provision.

- E. When a teacher is absent without using approved paid leave, the teacher's salary shall be docked on a per diem basis. A teacher that had been advanced paid sick leave and who separates from the employment of the Board before earning those sick leave days shall have the value of those days deducted, on a per diem basis, from the last paycheck to the extent there are earnings in that paycheck.
- F. If a payday falls on a day when the Central Office is closed - weekends, holidays or vacations -- that pay day shall be scheduled for the preceding work day of the Treasurer's office.

## ARTICLE XIX- REGULAR SALARIES

### A. Regular Teachers

- 1. The base salary shall be \$36,371 for the 2013-14 school year. The base salary shall be \$37,098 for the 2014-15 school years. The salary schedule attached, as Appendix A, is a freeze and hold of the current salary schedule.

In recognition of the district's limited funds, the association and the board agree to direct any available financial resources toward the benefit of all members. To that end, this agreement includes increases in base salary, but no step increases. Therefore no bargaining unit member will advance vertically on the Salary Schedule or Supplemental Salary Schedule for the 2013-14 or 2014-15 school year (the term of this contract). Service by bargaining unit members of one hundred twenty (120) paid days or more during school years 2012-13 and 2013-14 shall not be treated as step advances on the salary schedule. Teachers will advance horizontally on the salary schedule (Appendix A) during this contract based on their educational attainment. It is the intent that if the

district is fiscally stable at the expiration of this contract, that bargaining unit members would advance one step from their current salary position, if they are eligible for advancement as reflected in the salary schedule (Appendix A). There would be no "catch-up" provision on steps that were lost during this hold and freeze.

2. Newly employed teachers by the Board shall be granted "years of service" credit for placement on the salary schedule based upon their experience as follows:
  - a. One (1) year's service credit, not to exceed five (5) years, for each twelve (12) months of active military service by the teacher since he/she first obtained a teaching certificate/license from the Ohio Department of Education.
  - b. One (1) year's service credit for each school year in which the teacher was employed full-time by a public school district or non-public district chartered by the State of Ohio. Full time is defined as actually working at least one hundred twenty (120) days during the contracted year as a regular teacher for the full time teacher work day.
  - c. Beginning September 1, 2005, all newly hired teachers by the Board or teachers re-employed by the Board (after an absence of three (3) or more years) will be granted their total prior service credit as a total of (a) and (b) above but not to exceed five (5) years for initial salary placement purposes. Placement on the salary schedule with service credits of more than five (5) years as a total of (a) and (b) above will be subject to administrative discretion and workforce demands, but not to exceed ten (10) years total service credit for salary placement purposes.
  - d. The provisions of sub-section (A).(2) on Regular Teachers salaries completely supersedes and replaces Section 3317 and 3317.14 of the Ohio Revised Code.
3. No teacher currently employed by the Board shall receive fewer years of service credit than granted in the previous year.
4. A teacher may be advanced a step on the salary schedule, when increments so provide, upon being under contract and working for one hundred twenty (120) six-hour (6) days or more in the prior school year. A part-time teacher who works less than one hundred twenty (120) six-hour (6) days will be advanced a step on the salary schedule at the beginning of a school year if, in the two (2) immediately preceding school years, the teacher was under contract and actually worked a total of at least seven hundred twenty (720) hours over the two-year (2) period. Otherwise, part-time teachers shall not receive a year's service credit for salary schedule purposes.
5. In order for placement on the 150-Hours Column, a teacher must have one hundred fifty (150) semester hours inclusive of an earned Bachelor's Degree from an accredited teacher education college or university recognized by the Ohio Department of Education. Credit hours from a Community College, or two (2) year institution, shall not qualify an employee - after the Bachelor's Degree has been awarded - for advancement on the salary schedule unless the employee can reasonably show a direct relationship between the proposed courses or degree and his/her teaching assignment or certification/licensure. Prior approval must be obtained in writing from the Superintendent designee.
6. In order for placement on the Master's Plus 15 or Master's Plus 30 Column, a teacher must have earned fifteen (15) and/or thirty (30) semester hours in graduate courses after receipt of a Master's Degree from an accredited teacher education college or university recognized by the Ohio Department of Education.
7. Three (3) quarter hours shall equal two (2) semester hours for purposes of this Article.

## **B. Mileage Reimbursement**

Teachers required to provide personal transportation in the course of completing contract duties shall be reimbursed at the rate per mile for authorized or required travel as set annually by the Internal Revenue Service for its mileage reimbursement rate.

## **C. Graduate Tuition Reimbursement**

For the duration of this contract, refer to clause 4 below.

1. The Board of Education and Association believe that continuing education for professional growth is beneficial to the quality of classroom instruction. With that in mind, the Board of Education will allocate annually a \$40,000 pool of money to be used on a first come first served basis.
2. Each full-time, annually contracted teacher (administrators shall be excluded) shall be reimbursed actual tuition costs per semester hour, up to a maximum of \$800 annually for graduate level course work taken at an accredited university. The course work taken shall be in the field of education or the teacher's area of certification. Following receipt of a Master's Degree, all work taken shall have the prior approval of the Superintendent or his Designee and shall be judged upon the potential for direct benefit to the instructional program of the District. Graduate Tuition Reimbursement shall be made to the teacher in October of the school year following the receiving of credit for courses taken. To be eligible for Graduate Tuition Reimbursement, teachers must meet the following criteria:
  - a. Must have submitted and had approved by the Superintendent/Designee the proper application form.
  - a. Must show evidence of successful completion (with a B or above) of course work by September 15 of the reimbursement year.
  - b. Must provide evidence that the tuition was paid in full by the teacher.
  - c. Must be employed by Miamisburg City Schools for the next school year unless RIFed or non-renewed by the Board of Education.
3. Eligibility for reimbursement will be on a first-come, first-served basis until the \$40,000 pool has been depleted. Applications will be accepted beginning September 1 through August 31 on a first-come, first-served basis.
4. For the duration of this contract, the amount paid for tuition reimbursement is \$0.00.

## **ARTICLE XX - SUPPLEMENTAL SALARIES**

- A. Teachers employed to perform supplemental duties under a supplemental contract shall be paid in keeping with provisions of this Article and Appendix B of this Agreement. Supplemental salaries will be based on the salary schedule in effect on the first day of the school year. Per diem will be based on the teacher's annual contract amount.
- B. The pay for given positions on the supplemental salary schedule shall be determined by multiplying the appropriate index factor times the appropriate step on the regular salary schedule in effect as of August 1 of the same school year.
  1. A teacher changing from an assistant coaching position to the head coaching position in the same sport shall not lose experience credit.
  2. Teacher changing duty positions, but remaining within the same sport in the area of athletics or the same general area of non-athletics, shall not lose experience credit.
  3. Teachers new to Miamisburg, with applicable supplemental duty experience, will be given such credit to the maximum step provided on the supplemental salary schedule.
  4. Summer school teachers shall be paid the current hourly rate of thirty dollars (\$30).
  5. Administrative assigned detention monitoring shall be paid the hourly rate of twenty-five dollars (\$25) if ninety (90) minutes or more; and a rate of ten dollars (\$10) if less than ninety (90) minutes.
- C. There will be an annual evaluation of all persons holding coaching and extra-curricular supplemental positions.
- D. Employees holding supplemental contracts who have received a satisfactory evaluation, intend to return to the same position and hold a position that is to be filled the following year, will be automatically renewed. Renewal of contracts will occur no later than July 1.
- E. A Supplemental review committee will consist of one elementary administrator, one secondary administrator, the supervisor of athletics, MCTA president/designee, one athletic supplemental contract holder, one academic

supplemental contract holder, and one fine arts supplemental contract holder. The function of this committee will be to review the need of current contracted supplemental positions as well as the need for additional/new positions. Following the review, recommendations will be forwarded to the Superintendent. The committee shall meet yearly with recommendations forwarded to the Superintendent.

- F. Appropriate experience steps shall be applied to the supplemental salary schedule (Appendix B) in the following manner. No bargaining unit member will advance vertically on the Supplemental Salary Schedule for the 2013-14 or 2014-15 school year.

Years of Experience in General Area	Index Step From Salary Schedule
0-1	BA-0
2-3	BA-1
4-5	BA-2
6-7	BA-3
8-9	BA-4
10-14	BA-5
15-19	BA-6
20-24	BA-7
25+	BA-8

Local Professional Development Committee Representative supplemental salary longevity pay will be calculated as follows:

LPDC Building Mentors: supplemental stipend will increase by \$50.00 for each consecutive year in the position, up to a maximum of \$700.00 per year.

LPDC Secretary: supplemental stipend will increase by \$100.00 for each consecutive year in the position, up to a maximum of \$1,600.00 per year.

LPDC Chairperson: supplemental stipend will increase by \$1,500.00 for each consecutive year in the position up to a maximum of \$6,000.00 per year.

- G. When the student enrollment in a program exceeds the teaching sections available to effectively accommodate the enrollment, a supplemental contract can be offered to the teacher(s) by seniority in current teaching assigned area in the specific programs. The teacher(s) has the option to accept or refuse the supplemental. The following method will be used to calculate the cost of said supplemental:

1. Salary / 180 work days = Daily Pay
2. Daily Pay / 405 (minutes in work day) = Teacher Pay Per Minute
3. Total minutes in period (includes travel time if required) x 90 days (each semester) = Total minutes worked
4. Total minutes worked x Teacher Pay Per Minute = Supplemental Cost (Rounded up if .005 or above, i.e. .7553=.76)

Example:

1. \$32,000/180 = 177.78
2. 177.78/405 = \$0.44
3. 50 minute x 90 = 4500
4. 4500 x \$0.44 = \$1980 Supplemental Cost

The pay rate used for calculation shall not exceed the BA-5 step on the salary schedule.

5. Any planning time bought for non-instructional purposes shall be at a rate equivalent to \$500 per quarter for a forty-five minute (45) block of time..

- H. The Association and Board recognize the fact that the quality instruction of students is maintained when full-time teachers are in the classroom. When a principal (K-12) is unable to obtain a substitute, or when a roaming substitute is needed, teachers may choose to relinquish their planning time to instruct a class, for the absent staff member. If a

building administrator offers this option (or this option is unavoidable) to a staff member, the following compensation will be provided to the teacher. Three hundred sixty (360) minutes of coverage will be equivalent to the sum of ninety dollars (\$90) (a proportional amount will be paid for less than 360 minutes). Class coverage time may be accumulated in (but not be limited to) the following ways:

Forfeiting plan time to cover another teacher's class when a substitute is unavailable.

Taking all or some portion of another teacher's class in your room for the entire day when a substitute is unavailable

The building principal shall attempt to ensure the coverage of classes, for a staff absence, is rotated on an equitable basis among teachers available and willing to cover classes.

Teachers covering classes may choose to take comp time instead of pay. There is no limit to the comp time that can be accumulated in this manner, however, only two (2) comp days may be used in any one (1) school year and only one (1) comp day may be rolled into the following school year. Records will be kept at the building level and all remaining comp time will be compensated at the above rate at the end of the school year.

Comp day usage does not affect the perfect attendance incentive but may not be backed up to personal leave days to extend time away from the classroom. Comp day usage is subject to the regulations on personal leave as outlined in Article XVII D.

Effective the 2009-2010 school year, comp time can also be earned for student focused meetings (i.e., IEP, 504, RTI) that teachers are required to attend during non contract hours, during lunch and/or planning time in the daily schedule. A maximum of 360 minutes per year may be accumulated. The teacher may take either a comp day or be paid at the end of the year. The comp day can be carried over to the next year. A record of the comp time earned is the responsibility of the teacher and must be approved by the principal.

Only one (1) comp day may be carried over per year regardless of how it is earned.

**I. Attendance Incentive**

The Board agrees to reward employees for exemplary attendance based on the chart below. Payments will be based on semester attendance and paid accordingly.

	<u>1<sup>st</sup> Semester</u>	<u>2<sup>nd</sup> Semester</u>
0 days absent	\$200	\$400
1 day absent	\$100	\$200
Less than 2 days absent	\$50	\$100

- J. Beginning with the 2008-2009 school year, Lead Teachers will be paid for up to five (5) extended service days, if needed, before, during, or after the school year at the teacher's per diem rate. Extended time/service days could be accumulated and include, but not limited to, time worked before the start of the school year, before/after the normal school day, or time worked after the conclusion of the school year, mutually agreed upon by the teacher and building administrator. A written record will be kept of all time. Six (6) hours and forty-five (45) minutes of accumulated time would equate to one (1) day of pay.

The employee who takes a position of Lead Teacher will be a member of a bargaining unit.

If the Board of Education determines to reduce or do away with this Lead Teacher position, the employee shall have a teaching position in the district.

**ARTICLE XXI - STRS PICKUP**

- A. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, effective for earnings after July 1, 1984, the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby.

- B. The dollar amount to be designated as "picked-up" by the Board:
  - 1. Shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;
  - 2. Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
  - 3. Shall be included in computing final average salary;
  - 4. Shall not be reported by the Board as subject to current federal and state income taxes;
  - 5. Shall be reported by the Board as subject to city income taxes;
  - 6. Shall not be included in the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.
- C. Each teacher in the bargaining unit shall be subject to this "pick-up" provision. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.
- D. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board, the Treasurer, and other Board employees will be held harmless by the Association, and this Article of the Agreement shall become null and void.

## **ARTICLE XXII - INSURANCE**

To the extent available by the insurance carrier, the Board will offer insurance coverage comparable to existing levels.

### **A. Health Savings Accounts (HSA)**

As the Board contributions to the savings account are only made in January and July, a committee of members of MCTA and the Administration shall be formed to provide a procedure by which members who have catastrophic need shall be able to receive the Board's contribution when needed.

### **B. Hospital, Surgical, Major Medical, and Dental**

For the benefit year beginning January 1, 2014, the Board provided employee benefit dollars shall be as follows:

Single: \$8,575                      Family: \$13,576

For the benefit year beginning January 1, 2015, the Board provided employee benefit dollars shall be as follows:

Single: \$8,790                      Family: \$13,915

There will be an "in lieu of" payment of \$3000 paid to any contracted teacher who opts not to participate in the district health care coverage. This does not apply to spouses in cases where both the husband and wife are employees of the District. Payments will be made in two (2) equal installments on the second pay in January and the second pay in July. If circumstances necessitate an employee to re-enroll in the district health insurance, the employee is responsible for repayment of the "in lieu of" money and waives their right to any previously paid "seed money" into the HSA if HSA insurance is elected. That employee who receives the "in-lieu-of payment" of \$3000 for opting not to participate in the district health care coverage must not take the dental only insurance coverage to receive the full in-lieu-of payment in the future.

All employee benefit dollars are used for benefit premiums and are intended to be paid and eligibility determined on a monthly basis. For High Deductible Health Plan (HDHP), additional benefit dollars beyond the total premium costs will be deposited into an HSA up to the maximum allowable by IRS regulations. These payments will be made to the HSA account in two equal installments - first pay in January and first pay in July.

An IRS Section 125 premium only plan shall be established for all employees. This account shall apply to the

employee portion of insurance premiums only. At their request an employee may choose not to participate in this plan by notifying the Treasurer by December 1. Participation in an IRS Section 125 plan shall be for an entire year effective January 1, 1996.

**The remainder of clause "B" is not in place for the duration of this contract.**

Effective January 1, 2007, the Board shall pay a set amount of health benefit dollars to each contracted teacher in active paid status for the current coverage level of health and dental insurance. Said coverage shall be for the individual or a family plan at the teacher's option. The Board contribution will be prorated based on contract status.

Said coverage shall commence the first day of work by a teacher and shall continue for the remainder of the calendar month in which the teacher becomes separated from employment with the Board.

For the benefit year beginning January 1, 2007, the Board provided employee benefit dollars shall be computed as follows:

**Single: \$7,200                      Family: \$11,400**

For the benefit year beginning January 1, 2008, the Board provided employee benefit dollars shall be computed as the Board contribution for the preceding year, plus a maximum of seven percent (7%). For the benefit year beginning January 1, 2009, and each year thereafter, the Board provided employee benefit dollars shall be computed as the Board contribution for the preceding year plus zero (0) to six percent (6%). For the benefit year beginning January 1, 2011, the Board provided employee benefit dollars shall be \$8167 for the Single Plan and \$12,930 for the Family Plan. The amount of the Board provided employee health benefit dollars will never be less than the previous year's Board provided employee benefit dollars as described in this Article. Given the financial situation of the district, the amount of the Board contribution will be subject to the negotiations process. If the health insurance renewal rate is less than the given percentage, the Board provided employee health benefit dollars will be increased by the actual amount of the renewal.

Example - Benefit year beginning January 1, 2008

Assuming a premium increase of 7% or greater

**Single: \$7,200 x 1.07 = \$7,704                      Family: \$11,400 x 1.07 = \$12,198**

Assuming a premium increase of 5%

**Single: \$7,200 x 1.05 = \$7,560                      Family: \$11,400 x 1.05 = \$11,970**

### **C. Life Insurance**

The Board will provide group life insurance to all teachers in keeping with the following:

1. Each teacher will be covered by term life insurance in a face amount that is equal to one and one-half (1-1/2) times the teacher's regular salary but not to exceed \$50,000.
2. Said insurance shall provide for double indemnity for accidental death or dismemberment.
3. The District shall assume the complete cost of the insurance, and the individual coverage shall remain in effect as long as the teacher is under individual contract with the District. The policy shall have conversion right upon resignation from the District.

## **ARTICLE XXIII - HIRING OF RETIRED TEACHERS**

Beginning July 1, 2007, if a Miamisburg employee retires within five (5) years of their first retirement eligibility, the employee will have the option of retiring and being rehired by the district on a one (1) year limited contract at the negotiated base salary (BA-0). The district administration will make the determination of whether a Miamisburg employee will be retired/rehired. Retire/rehire will be looked at on an individual basis. If a Miamisburg employee wishes to retire/rehire, the employee must put the intent in writing and submit to the Director of Human Resources by February 1<sup>st</sup> of the year the employee is requesting the retire/rehire. The administration will have until March 1<sup>st</sup> of the

same year to respond to the Miamisburg employee in writing of the district's intent to honor or deny the retire/rehire request based upon honoring all contractual issues first. The administration's decision is final and is not subject to the grievance process. The maximum step that may be attained is BA-5. Contract eligibilities will follow Article VI b. and Article X of the negotiated agreement. In the event of a Reduction in Force, the rehired employee will have no seniority rights. Teachers retain their recall rights within their first five (5) years of retirement eligibility.

When circumstances dictate, the employment of previously retired personnel, whether a previous Miamisburg employee or not, to fill teaching vacancies may be recommended to the Board so long as all of the following conditions are agreed upon by the Board and the retiring/retired potential employee:

1. The re-employed staff member is not guaranteed any specific assignment.
2. Upon re-employment, sick leave days may accumulate and be used in accordance with the negotiated agreement, but no severance will be paid out on accrued post-retirement sick days upon leaving employment with the District.
3. For a Miamisburg employee all retirement incentive pay must be waived. The following paragraphs expressly superseded ORC 3317.13, 3317.14 and 3319.11 and other applicable law.
4. All rehires will be placed on the Step 0 and placed in the appropriate educational level on the salary schedule. If rehired, previously retired teachers will advance on the salary schedule with each additional year of employment and receive annual step increases up to, but not to exceed, Step 5 on the salary schedule.
5. A retired teacher is rehired as a new employee with no seniority and no tenure. Individual employment contracts are for one (1) year and will follow the negotiated agreement, Article VI, B. Contract Status: Non-tenured Staff. Official re-employment commences with Board of Education action at the regularly scheduled August Board meeting. This date is used to mark the new commencement of seniority, however, in the event of a reduction in force, any retire/rehire will only have seniority over another retire/rehire employee.
6. A previously retired teacher permanently waives eligibility for continuing contract status as a teacher in the District, no matter his/her length of post-retirement service or the number of contracts issued.
7. Previously retired teachers may elect health and other insurance benefits offered by the Board to its regular employees.
8. A previously retired teacher must hold a valid certificate or license issued by the State of Ohio and appropriate to the vacant position.
9. A previously retired teacher must waive eligibility for any general unpaid leave of absence beyond those provided in the FMLA.
10. Previously retired teachers are entitled to all other benefits available in the negotiated agreement, unless otherwise limited by the specific provisions of this agreement.

## **ARTICLE XXIV - RETIREMENT PAY**

Deferral options are available for certain retirement pay. In order to determine the best option, the retiree should consult their personal financial planner. The Treasurer's office will channel retirement monies based on the information supplied by the employee. The Treasurer's office cannot make financial decisions for the employee.

Certificated/licensed employees retiring under the minimum requirements as determined by the Ohio State Teachers Retirement System (STRS) shall receive severance pay under the following conditions:

- A. The certificated/licensed employee, if qualified for STRS service credit retirement, may accept the retirement pay outlined below if they are either fifty-five (55) years of age or older with twenty-five (25) years of service credit, or if they are sixty (60) years of age or older with ten (10) years of service credit. Any employee who qualifies for full service retirement, thirty (30) years of service at any age or its equivalent, must accept the retirement incentive during the first year of eligibility or lose the incentive. (The intent is for full retirement - being 66% of final average salary at present - and no employee will be forced to retire when they meet the minimum retirement standards.)

Retirement/severance pay beginning with 2008-2009 retirees who are in their first year of retirement eligibility:

Days of Sick Leave	Percent Payment	Maximum Prorated Days
0-100	25%	25
101-200	27.5%	27.5
201-300	33%	33
301-400*	40%	40

\*Maximum of 400 days counted towards payout (though unlimited accumulation allowed).

1. In order to obtain the incentive benefit, a teacher who will be eligible to retire at or before the one hundred twenty (120) day mark during the current school year must submit a letter of resignation and intent to retire to the Board of Education no later than November 1. Teachers retiring at the end of the school year must submit a letter of resignation and intent to retire no later than February 1 of the current school year.
2. After receipt of the letter from the certified employee exercising this early retirement option, the Board will verify that the applicant meets all of the requirements of the Plan, will approve the retirement if the applicant is eligible, and will issue a notice within sixty (60) days of application. Proof of eligibility will include from the employee a current statement of service credit from the Ohio State Teachers Retirement System. Neither the Board nor the certified employee may withdraw from this action after Board approval of the retirement.

- B. Any certificated/licensed employee who is beyond full retirement as defined by their STRS service credit will accept the retirement pay as outlined below. (The intent is for anyone who has reached or is below the 88% retirement from STRS.)

Retirement/severance pay beginning with 2008-2009 for retirees or for retire/rehires in years 31, 32, 33, A and 35:

Days of Sick Leave	Percent Payment	Maximum Prorated Days
0-100	17.5%	17.5
101-200	20%	20
201-300	22.5%	22.5
301-400	20%	20

Retirement/severance pay beginning with 2008-2009 for retirees in or beyond 35 years of experience: (The 35 years implies STRS credit towards the 88% limit. A teacher may have more than 35 years credit and not be at 88% if they purchased service credit from private or out of state service.)

Days of Sick Leave	Percent Payment	Maximum Prorated Days
0-100	10%	10
101-200	10%	10
201-300	10%	10
301-400	10%	10

- C. Payment will be made only once, and such payment shall eliminate all sick leave credit accrued by the employee. Payment will be made in accordance with IRS regulations and employee directive.
- D. Payments shall be made in accordance with the regular payroll schedule upon presentation to the Treasurer of the Board a copy of the retiree's first (1st) retirement check.
- E. At least two (2) weeks prior to retirement, the employee must send a written notice to the Superintendent of his/her intent to retire.

## **ARTICLE XXVI - GENERAL PROVISIONS**

### **A. Management Rights**

1. Unless specifically abridged, delegated, limited, or modified by the express and specific terms of this written Agreement, the Board reserves to itself and the Administration the power and authority to:
  - a. Determine matters of inherent managerial policy including but not limited to curriculum, educational and

related programs, standards and expectations for service, overall budget, utilization of technology, and organizational structure;

- b. Hire, evaluate, direct, assign, and supervise teachers;
- c. Effectively manage the workforce, determine the adequacy of the workforce, determine the methods, processes, means and personnel to perform specific services, and to maintain and improve the efficiency and effectiveness of the educational process and school operations; and
- d. Discipline, suspend, demote, or terminate teachers for cause, and to lay off, non-renew, transfer, assign, schedule, or promote teachers and to direct, assign, and schedule pupils.

- 2. Before changing any term or condition affecting members in the bargaining unit provided in the Agreement or modifying existing terms or conditions of employment, the Board shall give the Association written notice of such and the opportunity to bargain collectively about the Board's proposed action. Otherwise, the exercise of Management Rights set forth in this Article requires neither prior notice, negotiations, nor agreement with the Association.

#### **B. Total Agreement**

This Agreement constitutes the total agreement between the parties and supersedes all previous agreements and understandings.

#### **C. Waiver of Negotiations**

The parties waive their right to initiate negotiations with respect to any negotiable during the term of this agreement except as provided in Article I and Article XXIV, Management Rights.

#### **D. No Strikes**

There shall be no strikes (including sympathy strikes, slow downs, walkouts, refusals to perform assigned duties, picketing, boycotts, or any other related activities) against the Board by any employees in the bargaining unit represented by the Association during the term of this Agreement.

The Association shall promptly take all possible actions to prevent and end any such activity by employees.

#### **E. Duration**

This Agreement shall become effective July 1, 2013 and shall remain in full force and effective through June 30, 2015.

Appendix A  
Athletic Supplemental Positions  
July1 2013-June 30 2015

Position	% of Base Salary	Position	% of Base Salary
Academic Team Coach	0.04	Guard/Winter - Ass't Director	0.085
Athletic Director - MS	(3) 0.06	Guard/Winter - MS Director	0.07
Athletic Trainer - Head	0.26	Guard/Winter - MS Ass't Director	0.06
Athletic Trainer - Asst.	0.21	Gymnastics - Head Coach	0.09
Baseball/Boys - Head Coach	0.12	Gymnastics - Var. Ass't. Coach	0.06
Baseball/Boys - Var. Ass't. Coach	0.085	Music - Marching Band Director	0.17
Baseball/Boys - J.V. Coach	0.085	Music - Marching Band Asst.	0.1
Baseball/Boys - 9th Grade Coach	0.07	Music - Ass't Marching Band Director (2)	(2) 0.06
Basketball/Boys - Head Coach	0.17	Music - Winter Percussion	0.06
Basketball/Boys - Var. Ass't	0.10	Soccer/Boys - Head Coach	0.12
Basketball/Boys - J.V. Coach	0.10	Soccer/Boys -Var. Ass't. Coach	0.085
Basketball/Boys - 9th Grade Coach	0.08	Soccer/Boys - J.V. Coach	0.085
Basketball/Boys - 8th Grade Coach	0.07	Soccer/Girls - Head Coach	0.12
Basketball/Boys - 7th Grade Coach	0.07	Soccer/Girls - Var. Ass't. Coach	0.085
Basketball/Girls - Head Coach	0.17	Soccer/Girls - J.V. Coach	0.085
Basketball/Girls Var. Ass't Coach	0.10	Softball - Head Coach	0.12
Basketball/Girls - J.V. Coach	0.10	Softball - Var. Ass't. Coach	0.085
Basketball/Girls - 9th Grade Coach	0.08	Softball - J.V. Coach	0.085
Basketball/Girls - 8th Grade Coach	0.07	Softball - 9th Grade Coach	0.07
Basketball/Girls - 7th Grade Coach	0.07	Strength Coach	(4) 0.03
Bowling Head Coach	0.09	Swimming - Head Varsity Coach	0.12
Bowling J.V. Coach	0.06	Swimming - Var. Ass't. Coach	(2) 0.085
Cheerleading Head Coach	0.12	Swimming/Diving Coach	0.04
Cheerleading - Var. Ass't. Coach (2)	(2) 0.085	Tennis/Boys - Head Coach	0.09
Cheerleading - HS Competition Coach	0.04	Tennis/Boys - J.V. Coach	0.06
Cheerleading - MS Coach (2)	(2) 0.07	Tennis/Boys - MS Coach	0.04
Cheerleading - MS Competition Coach	0.04	Tennis/Girls - Head Coach	0.09
Cross Country/Boys - Head Coach	0.09	Tennis/Girls - J.V. Coach	0.06
Cross Country/Girls - Head Coach	0.09	Tennis/Girls - MS Coach	0.04
Cross Country/Boys - MS Coach	0.06	Track/Boys - Head Coach	0.12
Cross Country/Girls - MS Coach	0.06	Track/Boys - Var. Ass't. Coach	(2) 0.085
Football - Head Varsity Coach	0.17	Track/Boys - MS Head Coach	0.07
Football - Var. Ass't. Coach	(7) 0.10	Track/Boys - MS Ass't Coach	(2) 0.06
Football - 9th Grade Coach	(2) 0.08	Track/Girls - Head Coach	0.12
Football - 8th Grade Head Coach	0.07	Track/Girls - Var. Ass't. Coach	(2) 0.085
Football - 8th Grade Ass't Coach	(2) 0.06	Track/Girls - MS Head Coach	0.07
Football - 7th Grade Head Coach	0.07	Track/Girls - MS Ass't Coach	(2) 0.06
Football - 7th Grade Ass't. Coach	(2) 0.06	Volleyball - Head Varsity Coach	0.12
Golf - Boys Head Varsity Coach	0.09	Volleyball - J.V. Coach	0.085
Golf - Boys J.V. Coach	0.06	Volleyball - 9 <sup>th</sup> Grade Coach	0.07
Golf - Girls Head Varsity Coach	0.09	Volleyball - 8th Grade Coach	0.07
Golf - Girls J.V. Coach	0.06	Volleyball - 7th Grade Coach	0.07
Guard/Fall - Head Director	0.09	Wrestling - Head Varsity Coach	0.12
Guard/Fall - Ass't Director	0.06	Wrestling - Ass't. Varsity Coach	(2) 0.085
Guard/Fall - Middle School	0.04	Wrestling - MS Head Coach	0.07
Guard/Winter - Head Director	0.12	Wrestling - MS Ass't Coach	(2) 0.06

Appendix A  
Supplemental Positions  
July1 2013-June 30 2015

<b>Position</b>	<b>Stipend</b>	<b>Position</b>	<b>Stipend</b>
Class Advisor – Grade 9	300	Muse Machine – High School	300
Class Advisor – Grade 10	300	Muse Machine –Middle School	1200
Class Advisor – Grade 11	300	Music – Pep Band	900
Class Advisor – Grade 12	600	Music – Performance Groups – Instrumental	3200
DI Coach – Bauer (2)	450	Music – Middle School Jazz Ensemble	700
DI Coach – Bear (2)	450	Music – Performance Groups – Vocal	3200
DI Coach – Jane Chance (2)	450	National Board Certification One Time Payment	1000
DI Coach – Kinder (2)	450	National Honor Society – HS (2)	750
DI Coach – Mark Twain (2)	450	Outdoor Club –Middle School	300
DI Coach – Medlar View (2)	450	Peers for Peace (2)---Middle School	300
DI Coach – Mound (2)	450	Pride Pals- Middle School	300
DI Coach – Middle School (2)	450	School Paper/Yrbk – Blue & White	300
DI Coach – High School (2)	450	School Paper/Yrbk –Middle School Yearbook	1050
Drama/Musical Director- Spring Play	1500	School Paper/Yrbk – Mirus	1100
Humans Relations Council – High School	300	Site Manager – H.S. (2) – per person/per season	1650
International Club	300	Site Manager – MS–Fall–per event (max \$1500 )	\$65
Intramurals (2)	1200	Site Manager – MS–Winter– per event (max \$2600)	\$65
Junior Statesmen	300	Spirit Club	300
LPDC Chairperson	3000	Student Council Advisor – K-5 Building (7)	300
LPDC Secretary	1250	Student Council Advisor –Middle School (2)	600
LPDC Building Member (15)	500	Student Council Advisor – H.S. (2)	1200
Mentor Teacher – Lead Entry Year (2)	750	Television Production	3100
Mentor Teachers as needed for new staff	300	Video Club – Elementary & Middle School	450
Mock Trial Coach	450	Video Yearbook – MHS	1200

APPENDIX B  
Extended Service  
July 1, 2013 - June 30, 2015

High School Department Chairs - \$2200.00

Mathematics, Science, Social Studies, Language Arts, Business, Practical/Fine Arts, Foreign Language and Special Education

Middle School Department Chairs - \$1200.00

Mathematics, Science, Language Arts, Social Studies and Special Education

The following are *per diem* unless otherwise noted:

Vocational Home Economics - 5 days

Vocational M.E. - 8 days

High School Counselors - 15 days per diem and 5 days at \$250.00 per day

Middle School Counselors - 15 days per diem and 5 days at \$250.00 per day

Elementary Counselors - 5 days

High School Libraries - 10 days

Tech Prep - 8 days

*Any employee/new employee hired for the first time to an extended service contract after July 1, 2007, will be placed at the flat rate pay of \$250 per day for all extended days.*



This Agreement between the Miamisburg City School's Board of Education and the Miamisburg Classroom Teachers Association constitutes the total agreement between the parties and supersedes all previous agreements and understandings.

Signed:

Dale E. Jordan Date 08/29/2013  
Miamisburg City Schools Board of Education Representative

Jason A. Cunningham Date 9/4/13  
Miamisburg Classroom Teachers Association Representative

Danielle Kuehse Date 8/29/13  
Miamisburg City Schools Board of Education Representative

Molly Mahony Date 9/5/13  
Miamisburg Classroom Teachers Association Representative

Joseph D. Brown Date 8/29/13  
Miamisburg City Schools Board of Education Representative

Katie Mark Date 9/5/13  
Miamisburg Classroom Teachers Association Representative

Kathleen Bates Date 8/29/13  
Miamisburg City Schools Board of Education Representative

David W. Young Date 9-5-13  
Miamisburg Classroom Teachers Association Representative

Sharon Croy Date 8/29/13  
Miamisburg City Schools Board of Education Representative

Andrea Wesen Date 9-5-13  
Miamisburg Classroom Teachers Association Representative

Jammyl Emrich Date 8/29/13  
Miamisburg City Schools Board of Education Representative

Cathy Gault Date 9-5-13  
Miamisburg Classroom Teachers Association Representative