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NEGOTIATED AGREEMENT

BETWEEN

THE

XENIA EDUCATION ASSOCIATION

AND THE

**XENIA COMMUNITY SCHOOLS BOARD OF
EDUCATION**

Effective July 1, 2013

Through

June 30, 2015

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ARTICLE I

1.00 RECOGNITION

The Xenia Board of Education, hereinafter "Board," hereby recognizes the Xenia Education Association OEA/NEA-Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all professional, nonsupervisory personnel (as certified by the State Employment Relations Board) both full and part-time under contract, either verbal or written, on leave, employed by the District performing or to perform any work currently being performed by bargaining unit members or any similar work, including by way of illustration only but not limitation, classroom teachers (K-12, special and vocational), guidance counselors, librarians, school nurses, department heads, and certified special education (e.g. C.D., E.D., L.D.) personnel. The superintendent, directors, assistant superintendent, principals, and other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

ARTICLE II

2.00 NEGOTIATIONS PROCEDURE

2.01 Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment.

2.02 Initiating Meetings

1. Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent. A copy of said requests shall be filed with the State Employment Relations Board (SERB) by the initiating party.
2. The initial request calling for negotiations shall be made by either party between March 15 and March 30 of the last year of the current agreement.

2.03 Negotiations Procedure Guidelines

1. The first meeting shall be arranged by mutual agreement but shall take place within fifteen (15) days of the initial request. At the meeting, both parties will exchange proposals with explanation of each issue.
2. The second meeting will be scheduled within fifteen calendar days to agree on as many issues as possible before concentrated bargaining begins.
3. After the second meeting, each party reduces their proposals to no more than fifteen topics each. This list must be submitted to the other party within five school days. No additional items may be added after this exchange.
4. Preparation time begins. It is important that each party come to the next sessions totally prepared.
5. A three-day session will be scheduled. The meeting place and time will be mutually acceptable to both parties. All team members are committed to the entire three-day period.

6. At the three-day session, the schedule will be determined by the parties:

All items not TA'd at 3:00 p.m. will be submitted to F.M.C.S. for mediation.

7. When all items have been tentatively agreed upon and initialed, such tentative agreement shall be submitted for ratification and adoption within ten (10) days or as soon as practicable. If ratified by the Association, the tentative agreement shall

be submitted to the Board, at the next regularly scheduled Board meeting for adoption.

2.04 Negotiating Meetings

The Association and the Board pledge that their representative shall have the power and authority to make proposals, consider proposals, and make counterproposals. All negotiations shall be conducted exclusively between the officially designated representatives. Neither party shall be compelled to make a concession.

2.05 News Media

All negotiations shall be conducted in executive sessions between the two (2) teams. Any information released to the news media or to the public concerning items under negotiations during the process set forth in Section 2.03 shall be in writing and must bear the signatures of the spokespersons of both teams.

2.06 Protocol

No action to coerce, or censor, or penalize any negotiations participant shall be made or implied.

2.07 Negotiation Teams

The Board and the Association shall be represented at a negotiation session by a team of negotiators not to exceed four (4) members each. All negotiations shall be conducted exclusively between said teams.

2.08 Consultant

In addition to said teams, each team shall be authorized to admit one (1) consultant to such meetings. A consultant may interchange with members of the team as may be desired by each team. Each team is privileged to call upon a consultant or those resource people necessary to present its case.

2.09 Agreement

When a negotiated agreement is reached, it shall be reduced to writing by the spokespersons for the negotiating teams and submitted for ratification to the Association and then to the Board for adoption. When adopted, it shall be signed by the respective parties' presidents and shall be entered into the official minutes of the Board. Thereupon, the negotiated items shall supersede any conflicting Board policy or administrative regulation for the duration of the term of the negotiated items.

2.10 Impasse

The Association and the Board negotiating teams shall negotiate until agreement is reached, but not to exceed the guidelines set forth in Section 2.03. At the end of the three-day bargaining session, if the parties have not reached agreement on items under consideration, or if the teams mutually agree that impasse has been reached prior to the end of the three (3) day period, the parties shall make a joint request to the Federal Mediation and Conciliation Service or to some mutually agreed upon mediation service for the assistance of a mediator. Any costs for such services will be shared equally by the parties.

The parties agree to meet at the call of any mediator assigned. Upon the expiration of the contract after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, the Association will have the option of exercising available rights outlined in O.R.C. 4117.14(D)(2).

Both parties agree that this mediation procedure is the final step in negotiations.

2.11 In-Term Bargaining

If in-term bargaining is required either by this agreement or by law during the term of this contract, the parties agree to bargain the issue(s) for a period of time not to exceed fifteen (15) work days unless such time limitation is extended by mutual agreement.

In the event that the bargaining issue(s) are not resolved within the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Service.

2.12 Any and all items and conditions contained in either the district or building Continuous Improvement Plans (CIP), that change or modify any current or past practice of any bargaining unit member, may be done as written or by an alternative-collaborative method jointly determined by the teacher and his or her supervisor.

ARTICLE III

3.00 GRIEVANCE PROCEDURE

3.01 Definitions

3.011 A "Grievance" is a complaint of:

- A. an alleged violation, misinterpretation, or misapplication of matters negotiated and agreed to between the Board and the Association;
- B. unjustified formal disciplinary action arising under those matters negotiated and agreed to between the Board and the Association, excluding proceedings under state statute;
- C. an alleged violation, misinterpretation, or misapplication of non-negotiated Board policies affecting a bargaining unit member's working conditions.

3.012 A "Grievant" means any teacher or group of teachers alleging that some violation, misinterpretation, or misapplication as defined in "A" above was contrary to his/her rights. The Association, as such, may file a grievance if the subject matter concerns an alleged violation of rights or privileges granted to the Association.

3.013 A "group grievance" means a grievance arising out of identical circumstances, which was allegedly contrary to the rights of each member of said group.

3.014 "Days" means school days.

3.015 "Immediate Supervisor" is defined as the person assigned to evaluate the employee.

3.02 Time Limits

The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

If an employee does not file a grievance in writing within fifteen (15) days after he/she knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.

If a decision on the grievance is not appealed by the Grievant and/or the Association within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the Grievant to proceed to the next step.

All notices of hearing and disposition of grievances shall be mailed by registered mail, with return receipt requested, with the date of mailing or postmark and date of receipt recorded thereon or hand-delivered. Written grievances and appeals shall be deemed to be received one day after postmarked or the date received and initials of the official shall be recorded thereon if hand delivered.

In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible but no later than the beginning of the next school term.

3.03 Representation

The Board, the Association, or an individual shall have the right of free choice in designating representatives for the purpose of resolving grievances, except as provided herein.

A Grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association, or by counsel, or by any other person of his/her choice, provided twenty-four (24) hour advance notice is given, including nature of the complaint, except that he/she may not be represented by an officer or employee of any teachers' organization other than the recognized Association or an affiliate organization.

3.04 General Provisions

The Association shall receive notice of each meeting held to resolve the grievance, shall be given an opportunity to be present, and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner, as such notice of disposition is required to be sent to the Grievant.

The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the Grievant, the Association, its officers or administration, be placed in jeopardy or be the subject for reprisal or discrimination for having followed this Grievance Procedure.

If a grievance appears to arise from the actions of an authority higher than the Principal of a school and affects a group or class of teachers, or is concerned with a system-wide policy, it may be submitted at Step II described herein.

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept as confidential as is appropriate.

3.05 Legal Rights

Nothing in this Agreement shall be construed to deny to any teacher or other negotiating unit member of the Board or the Administration the right to resort to legal proceedings. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement.

3.06 Procedural Steps

3.061 Informal Step - if a teacher believes there is a basis for a grievance, he/she may first discuss the matter with his/her Principal or immediate supervisor in an effort to resolve the problem informally. The teacher has the right to be accompanied and/or represented by the Association representative or a legal consultant of his/her choosing.

Grievances may be adjusted informally provided the adjustment is not inconsistent with this contract, the policies and rules of the Board, and if the Association representative has been given the opportunity to be present at the meeting and to state the Association views on the grievance.

3.062 Formal Steps

Step I

If the grievance is not resolved within five (5) days of such informal meeting, or if the teacher has elected not to use the informal procedure, the teacher may present a formal claim by submitting a completed Grievance Report Form, Step I, in triplicate, which form is set forth in Appendix I. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies and/or rules allegedly violated and the relief sought shall be submitted by the Grievant to his/her immediate supervisor with copies to the Association representative and by the Superintendent to the immediate supervisor. Within three (3) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the teacher and/or his/her Association representative or legal consultant in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within three (3) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the Grievant. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

Step II

If the teacher is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the Grievant and/or the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) school days of receipt, the Superintendent and/or his/her designated representative shall meet with the

Grievant and/or his/her Association representative. Within three (3) school days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing Step II and forwarding it to the Grievant. The Association and the immediate supervisor shall be notified in writing of said disposition. If the Grievance Report Form is not forwarded by either the Grievant or the Association to the Superintendent within five (5) school days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

Step III

If the action taken in Step II by the Superintendent does not resolve the grievance to the satisfaction of the teacher or no decision has been rendered by the Superintendent within seven (7) days, the Association may within the succeeding ten (10) days notify the Superintendent in writing of intent to submit to arbitration.

If the grievance has arisen under Section 3.011 A. or B., that is a violation, misinterpretation, or misapplication of the negotiated agreement between the parties, the arbitrator's decision shall be binding. If the grievance has arisen under Section 3.011C., that is a violation, misinterpretation, or misapplication of established Board policies affecting teacher personnel, the arbitrator's decision shall be advisory only.

Grievances submitted to arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the selection of the arbitrator shall be by the alternate-strike method.

The arbitrator shall have all powers and remedies to render an award but is specifically prohibited from making any decision, which is inconsistent with the terms of the negotiated agreement or contrary to law.

Cost of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE IV

4.00 BOARD RIGHTS

4.01 Management Rights Clause

The Board shall have the right and responsibility to:

- A. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organization structure.
- B. Direct, supervise, evaluate and hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees (renew or non-renew the contracts of employees).
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

4.02 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a Collective Bargaining Agreement.

ARTICLE V

5.00 ASSOCIATION RIGHTS

5.01 Meetings

Upon twenty-four (24) hour notice to the principal of the school, the Association shall have the right to schedule meetings in the building before or after regular duty hours of bargaining unit members, to conduct Association business, provided said meeting does not interfere with an in-service or general faculty meeting previously scheduled and posted. Where such meetings are held outside of the operating hours of that school, the Association shall pay any additional costs in compliance with Board policy.

5.02 Mailboxes

The Association shall have the right to place material in the mailboxes of bargaining unit members. Placement will be made by the building representative or his/her designee.

5.03 Bulletin Board Space

The Association shall be provided space for bulletin boards in a place readily accessible to and normally frequented by all bargaining unit members in each school for the official posting of notices and other official materials relating to the Association activities. During the normal course of business, the Association may utilize the district's internal mail system. Subject to the approval of the principal, the Association may utilize the building's public address system.

5.04 Furnishing Information

The Board shall, upon request, furnish to the Association available and pertinent reports, statistics, and general information concerning the Xenia City Schools. The Board shall provide a copy of the Board agenda to the Association President as soon as is practicable. The Board shall have the same right to receive pertinent information from the Association.

5.05 Association Days

Thirty-seven (37) days shall be made available for use by teachers to attend meetings of their professional organizations, i.e., the Xenia Education Association, Western Ohio Education Association, Ohio Education Association, and National Education Association as approved concurrently by the XEA President and the Superintendent. Additional days may be approved by the Superintendent.

5.06 Labor-Management Committee

A committee shall be established as an aid to communications between the parties of this

agreement. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) other persons appointed by the Superintendent, and the President of the Xenia Education Association (or designee) and a maximum of three (3) additional persons selected by the XEA.

This committee shall meet during the school year unless the parties mutually agree otherwise. The president of the association and the superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Wednesday of the month at which time the agenda shall be distributed to both parties. If no items are submitted for the agenda, no meeting will be held.

5.07 Teacher Professional Organization (TPO)

Teachers who are elected or appointed to full- or part-time positions with the Teacher Professional Organization (TPO), or any organization with which it is affiliated will, upon proper application, be reassigned without pay, except as hereinafter recited, for the purpose of accepting these positions. The TPO will reimburse the Board, as outlined in Appendix U attached hereto for the costs associated with any teachers so reassigned. Subject to reimbursement as specified by Appendix U, the Board shall pay teachers granted such leaves an amount equal to the sum of:

- A. Salary for regular teaching contract salary in effect immediately prior to the leave and reassignment, adjusted incrementally under the salary schedule; and
- B. Payments under supplemental or extended contract actually performed or in place immediately prior to the leave and reassignment; and
- C. An additional amount of salary per year pursuant to a supplemental contract equal to pay at the per diem salary rate under (A) for additional days per school year, calculated by subtracting the number of paid teacher work days set forth in the Negotiated Agreement from 250.

Teachers granted such leaves of absence shall continue to accrue seniority for salary increments and seniority for all other purposes as though they were in regular service. Upon return to service, they shall be placed in the departmental and school assignment which they left, or one mutually agreed upon, with all accrued benefits, seniority and increments that they would have earned had they been in regular service.

The Board shall make all required contributions to STRS Ohio for the regular teaching contract salary and the supplemental TPO contract salary paid to the teacher while on such leave of absence.

5.08 Election to State/National Office

Upon the request of the Association, an employee covered hereunder, having been elected to a full-time state or national office of the Association's affiliate organization, will be

granted a Leave of Absence without pay. Additional years may be granted by the Superintendent if the employee remains as elected officer.

5.09 Fair Share Fee

- A. The Personnel Office shall notify each new teacher at the time of employment of the requirement of paying a Fair Share Fee for services rendered by the Association if the new teacher elects not to become a member of the Association.
- B. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the XEA, a fair share fee for the Association's representation of such non-members during the terms of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

- C. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
 - 1. Sixty (60) days employment in a bargaining unit position, or
 - 2. January 15th.
- D. 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.
- E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
- F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been

established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the state of Ohio.

- G. 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.
- H. The Association agrees to hold the Board harmless in any suit, claim or administrative proceedings arising out of or connected with the imposition, determination or collection of fair share fees in accordance with this provision, to indemnify the Board for any liability imposed on it as a result of any suit, claim or administrative proceedings, to provide legal defense for the Board in any such suit, claim or administrative proceedings.

ARTICLE VI

6.00 COMPENSATION AND REIMBURSEMENT

6.01 Salary Schedule

- A. For 2013-2014: 0% Base Increase
No experience step movement recognized
Training Column movement recognized
1.5% of salary in lump sum non-repeated

- For 2014-2015: 0% Base Increase
No experience step movement recognized
Training Column movement recognized
1.5% of salary in lump sum non-repeated

For those employees currently paid at Steps 12, 17, and 23, the actual years of service will be utilized to determine placement on the salary schedule upon the return of Step increases.

- B. To facilitate hiring new teachers, the parties agree that new teachers with a Bachelors Degree and less that two (2) years experience will be placed on Step Two of the Bachelors Degree Column of the Salary Grid. They will remain on that step until their experience or education dictates a move.

6.02 Salary Schedule Placement

- A. The maximum credit allowed for prior experience will be seven (7) years of public school experience the teacher has acquired. A teaching year for salary placement will consist of a minimum of one hundred twenty (120) days or more of actual teaching under a regular and/or substitute contract in a single school district. (O.R.C. 3317.13)

Upon the return to service of a teacher at the expiration of a leave of absence, the teacher shall resume the contract status which the teacher held prior to such leave (O.R.C. 3319.13).

- B. A District teacher whose employment has been interrupted for any reason shall be granted full-service credit as previously held in the District, up to a maximum of seven (7) years.
- C. Up to a maximum of five (5) years credit shall be granted for time spent on active duty in the Armed Forces of the United States.
- D. All newly employed candidates must have a Bachelor's degree or better prior to employment.

6.021 Advancement of the Schedule

Credits for salary classification shall be evaluated as of October 30 for the first semester and April 30 for the second semester, and the employee accordingly placed on the salary schedule. The evaluation of training shall be based on official transcripts or copies thereof, which each teacher must place on file in the office of the Superintendent. Calculations will be based on semester hours. If a teacher shows evidence of additional credit hours before October 30 or April 30, the additional pay will be retroactive to the beginning of the current semester.

College credits applicable for advancement beyond the Masters column must be earned after the awarding of the Master's Degree.

For advancement from one experience step to the next, a teacher must have been employed under a teaching contract by Xenia Schools for a minimum of 120 days in the previous school year. This requirement can be a combination of employment under a regular teaching contract and a substitute teaching contract issued by the Board of Education in the same school year. This provision is not applicable to teachers in shared staffing arrangements.

6.03 Teacher's Hourly Rates of Pay

- A. All summer school teachers shall possess a valid Ohio teaching certificate/license.
- B. Summer School and Tutoring Pay Per Hour
Hourly Rates:

The rate of pay for teaching Summer School and tutoring shall be twenty-five dollars (\$25.00) regardless of training.

6.04 Counselor's Extended Service

- A. One High School Guidance Counselor shall be assigned twenty (20) days extended service per contract year by the Superintendent. The Superintendent shall place other High School Guidance Counselors on extended service for fifteen (15) days per contract year.
- B. One Middle School Guidance Counselor per building shall be placed on extended service for fifteen (15) days per calendar year by the Superintendent. The Superintendent shall place other Middle School guidance counselors on extended service for ten (10) days per contract year.

6.05 Split Level Class Stipend

Elementary classroom teachers who teach split-level classes shall receive a stipend of two

thousand seventy (\$2070). Should a split-level class be eliminated or created sometime during the school year, a proportionate stipend shall be paid.

6.06 Department Head Stipend

Department heads, team leaders, and unit leaders shall be paid an annual stipend equal to the sum of one hundred dollars (\$100) times the number of teachers supervised in the department, team or unit times the department, team or unit leader himself/herself. Should the department head, team or unit leader resign or be otherwise replaced during the school year, a proportionate stipend shall be paid both affected employees.

6.07 LPDC Stipend

A stipend shall be paid by the Board for each teacher of the LPDC of \$1,150.00. The chairperson, if a teacher member shall receive a stipend of \$1,380.00.

6.08 Internal Substitution

Under this provision, teachers will first be asked to volunteer to substitute. If there is no volunteer(s) the Principal may assign this duty during the teachers regular planning or duty period. The teacher who volunteers or is assigned shall be given extra pay of \$14.00. Elementary teachers shall be paid \$14.00 per hour to be pro rated based on the percentage of the absent unit member's class (e.g., Teacher receives fifty (50) percent (%) of absent teacher's class, they will receive \$ 7.00 per hour). Elementary classroom teachers teaching specialists' classes (e.g., physical education or music) when the specialists are absent will be paid at fifty (50) percent (%) of the internal substitution rate for each period.

At no time will payment under this item ever exceed the regular district substitute rate.

6.09 National Certification

Any teacher receiving National Board Certification and shows evidence to the Personnel Office, the teacher will receive a one-time only stipend \$1,150.00 payable in a lump sum.

6.10 Co-Chairs of District Curriculum Councils

A stipend of \$1,150.00 shall be paid to co-chairs of major district Curriculum councils, as designated by the Superintendent.

6.11 Supplemental Salary Schedule

Stipends for Extra Duty Assignments for Certificated Personnel

	<u>RATIO</u>
Art	
**High School	.084
Baseball	
Varsity Coach	.111
Assistant Coach	.082
Middle School Coach	.071
Basketball	
Varsity Coach (Boys and Girls)	.20
Assistant Coach	.119
Middle School Coach	.094
Middle School Assistant Coach	.071
Book Room	
**High School	.040
Bus Duty	.050
***Elementary	
Cheerleader	
High School	.060
(seasonal/4 per season)	
Middle School	.050
(seasonal per grade level)	
Cross Country	
Varsity Coach	.087
Detention	
**High School/Middle School	.071
*Elementary School (one per elementary)	.050
Drill Team/Flag Corp	
High School (Fall)	.075

Football	
Varsity Coach	.20
Assistant Coach	.119
Middle School Coach	.094
Middle School Assistant Coach	.071
Golf	
Varsity Coach	.087
RESERVE COACH	.050
Music	
High School Vocal	.20
High School Vocal Musical Director	.091
High School Vocal Assistant	.119
Middle School Vocal	.071
High School Marching Band	.170
High School Assistant Marching Band	.119
High School Assistant Band A (2)	.055
High School Assistant Band B	.072
High School Jazz Band	.055
Pep Band	.030
Middle School Band	.071
Renaissance Coordinator	
**High School	.060
**All other building Renaissance Coordinator (1 per building)	.050
Safety Patrol	
**Elementary School	.040
Soccer	
High School	.193
Assistant High School	.103
Softball	
Varsity Coach	.111
Assistant Coach	.082
Middle School Coach	.071
Student Council	
**High School	.060
**Middle School	.050

Swimming		
High School		.123
Tennis		
Varsity Coach		.087
Theater Director		
2 Productions 50/50 Lump Checks		.172
Theater Set Design/Construction (2 Productions) 50/50 Lump Checks		.084
Track		
Varsity Coach		.123
Assistant Coach		.082
Middle School Coach		.071
Middle School Assistant Coach		.058
Volleyball		
High School Coach		.111
Assistant High School Coach		.082
Middle School Coach		.071
Middle School Assistant Coach		.058
Wrestling		
Varsity Coach		.20
Assistant Coach		.119
Middle School Coach		.094
Middle School Assistant Coach		.071
Yearbook		
**High School		.085

RTI/Intervention Assistants Team

**Case Manager (one per building)	\$300.00
**Team Members (at least 2 per building)	\$250.00

* Elementary Detention supplemental contract holders will be available for holding detention five (5) days per week for thirty (30) minutes each day.

**Indicates a 26 pay supplemental

*** The certified teacher doing elementary bus duty will be available for 30 minutes after the school day to late bus students on an as needed basis. If no certified teacher is available for this position, it will be offered to a classified employee.

6.111 Calculation

The Supplemental salary will be calculated as ratio times current base salary.

6.112 Divided Stipends

Stipends which have been divided among two individuals in the past shall reflect the divided amount in the final contract language.

6.113 Stipend Options

Stipends paid for supplemental contracts for full activities will be paid by one of the following options:

1. Pro Rata twenty-six (26) pays.
2. Payment will be made upon receipt of completed paperwork.
3. For Fall sport supplemental contracts, two pays -- first pay in the second payroll in October and the final pay at the conclusion of the work required for the supplemental and receipt of completed paperwork two (2) full weeks before the pay date to the Office of Personnel.
4. For Winter sport supplemental contracts, two pays – first pay in the first payroll in January and the final pay at the conclusion of the work required for the supplemental and receipt of completed paperwork two (2) full weeks before the pay date to the Office of Personnel.
5. For Spring sport supplemental contracts, two pays – first pay in the first payroll in April and the final pay at the conclusion of the work required for the supplemental and receipt of completed paperwork two (2) full weeks before the pay date to the Office of Personnel.
6. An asterisk will be placed on each supplemental position indicating 26 pays.

6.114 Supplemental contracts will expire at the end of their term without official notification or board action. The parties further agree that the supplemental contract holder will be renewed unless he/she is given written notice that he/she will not be renewed in their supplemental assignment. Only vacant supplemental positions will be posted. This notice does not create any expectancy of future employment for supplemental duties by the supplemental contract holder.

6.115 Interscholastic Coaching Certificate

Only teachers holding athletic or other strenuous activity which requires a physical exam supplemental contracts will be required to hold an “interscholastic coaching certificate.” No other holders of supplemental contracts shall be required to take “sports related first aid training and CPR.

6.12 Change in Supplemental Positions

Any change in the number of positions (increase or decrease), or division of stipends shall be submitted to the Labor Management Committee for a recommendation. A report of the LMC may be made to the Board with the Superintendent's recommendation.

6.13 Severance Pay

- A. Employees eligible for either service or disability retirement, having had an application approved by the State Teachers Retirement System, may make application for severance pay.
- B. Severance pay at retirement from the District shall be paid in cash for one-fourth of the number of the employee's accrued and unused sick leave days, but shall be paid for not more than a maximum of 81 days. Such payment shall be based on the employee's per diem rate of pay at the time of retirement, exclusive of supplemental pay.
- C. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made only once to any employee.
- D. The employee shall elect the payment option.
 - Option 1. Payment shall be made to the employee within thirty (30) days after STRS notifies Board of retirement. This payment will be subject to all taxes, but no retirement contribution will be deducted.
 - Option 2. The employee may select a tax-deferred annuity (403(b)) or select the District's deferred compensation plan (457) to be deducted from the employee's severance payment calculation, provided the amount falls within the maximum ~~exclusion~~ allowance as described by the IRS and the election to defer is made prior to the last day of employment. The election to defer severance pay is irrevocable. If the employee wishes to select this option, it is the employee's responsibility to make sure that all required paperwork is complete according to the above requirements. If there is remaining severance pay, it will be paid in a lump sum, thirty (30) days after the effective retirement date.
- E. In case of death of a teacher who has five (5) or more years of service credit with the STRS, the teacher will be eligible for severance pay and will be deemed to have made application for such the day prior to his/her death. The severance pay will be based on the teacher's daily rate of pay at the time of death and will be

paid to his/her estate.

6.14 Mileage Reimbursement

All employees covered hereunder who use their personal car for school business shall receive mileage in accordance with the following guidelines:

- A. Mileage shall be paid to teachers who, as a part of their contract, are required to travel between two or more buildings or required to pick up a school van for handicapped students from home, school and return to same.
- B. Mileage shall be paid for all activities approved by the administration.
- C. Rate of compensation for mileage shall be the current rate approved by the IRS.

6.15 Pay Periods

There shall be twenty-six (26) bi-weekly pay periods beginning on the second Friday after the first day of school. Salary notices for the next school year shall be distributed with the first pay of that school year.

6.16 Payroll Deductions

6.161 Payroll deductions shall be made for federal, state and city taxes and any other similar taxes.

6.162 Payroll deductions shall be made when authorized by the employee for income protection insurance, County-Wide Credit Union, United Way, tax sheltered annuities/mutual funds, cancer insurance, Xenia-Greene County YMCA, Xenia City Schools Educational Endowment Fund, Inc., service credit purchase which may be pre-tax dollars for STRS, court ordered deductions, and OEA/NEA Ohio Fund for Children and Public Education.

6.163 Additionally, payroll deductions shall be made when authorized by the employee for XEA, WOE, OEA, and NEA professional dues and fees. The Association and Treasurer shall determine the number of withholding deductions for such dues which shall be no less than ten (10). The District Treasurer will provide a spreadsheet of the previous years' payroll deductions, the names of the employees, their social security number or employee ID, and the specific amount of dues that were withheld. XEA will make changes and additions to update the current year and provide that updated report to the District Treasurer.

6.164 Tax Sheltered Annuities

The Board shall make payroll reductions up to the legal limits for those Tax Sheltered annuities or any deferred compensation program provided at least five

(5) members wish to participate. Employees who are participating in a Tax Sheltered annuity by reduction as of May 1, 1998, may continue reductions for that annuity at the discretion of the member. New employees may participate in an existing annuity at their discretion. To participate, the employee shall fill out the necessary forms.

6.17 Professional Meetings

6.171 Approval and Reimbursement

Pursuant to the provisions of Section 3313.20 Ohio Revised Code, any employee of the District may receive compensation and expenses for days which he/she is excused by the Superintendent or his/her designated representative for the purpose of attending professional meetings such as conferences, workshops, and seminars at the local, state, and national level which are designated for the improvement of instruction or management of the school district, and for other travel necessary for the conduct of official school district business, in accordance with the following stipulations:

- A. Approval must be obtained in writing from the Superintendent or his/her designee prior to travel and/or attendance at a meeting, on forms provided by the Superintendent's office.
- B. Reimbursement will be paid for the necessary and reasonable expenses of:
 - 1. Use of privately-owned automobile on a cent-per-mile basis that shall coincide with the rate of reimbursement approved by the IRS.
 - 2. Common Carrier fare which is supported by receipts.
 - 3. Meals on a per diem basis will be at the rate of \$50. Original receipts must be submitted for reimbursement. Reimbursements cannot be made when meals are included in the cost of the conference.
 - 4. Lodging which is supported by receipts.
 - 5. Miscellaneous expenses such as taxi and ferry fares, bridge, highway, and tunnel tolls, baggage storage, telephone calls, conference registration and meals, rental fees, and other expenses necessary to the conduct of official school district business which is supported by receipts.

6.172 Reimbursement Forms

All claims for reimbursement of expenses must be submitted in writing for

approval by the Superintendent, or his designee, on forms provided by the Superintendent's office.

6.18 Direct Bank Deposit

The Board shall make electronic transfers of their pay for teachers. This service is available for up to five (5) different accounts per teacher. A teacher's salary shall be paid by electronic transfer to a bank, credit union, brokerage firm, or savings and loan institution of the teacher's choosing each pay date. Appropriate application forms will be available in the office of the Treasurer. All newly hired teachers shall participate in direct bank deposits. Effective with the first pay in January, 2005, all teachers will participate in direct bank deposit.

6.19 Sick Leave Incentive Reimbursement

Each teacher who has three (3) or less days of chargeable absences against sick leave shall be reimbursed on the following schedule. Any teacher who has:

- A. No days of sick leave used during the school year shall receive Three Hundred Dollars (\$300.00) each year that this plan is in effect.
- B. One (1) or two (2) days of sick leave used during the school year shall receive One Hundred Dollars (\$100.00).
- C. To be eligible, a teacher must have been employed for the full school year. Part time teachers shall receive the pro rata amount for time worked of the above amounts.

Jury duty or professional leave days approved in accordance with appropriate policy and procedure shall not be counted as chargeable absence.

Employees on leave for professional improvement, medical leave, assault leave or maternity leave shall not be eligible for this compensation.

This incentive pay shall be paid in a separate pay no later than September 1 following the close of each school. For the purpose of this item, day or any portion thereof shall equal one day.

6.20 Personal Leave Incentive Reimbursement

Any teacher who has two (2) or less days of chargeable absences due to personal leave shall be reimbursed on the following schedule:

- A. No personal leave - \$200.00
- B. One or two day absences due to personal leave \$150.00.

All of the items set forth in 6.20(D) apply to 6.21.

6.21 Tuition Reimbursement

- 6.211 It is agreed that a cap of Twenty-Five Thousand (\$25,000.00) will be established as the amount appropriated by the Board for educational growth payments to teachers. This amount will be appropriated each fiscal year of this contract. In addition to the annual appropriation, any portion of the previous year's appropriated amount not encumbered to reimburse teachers for approved coursework actually completed and approved for payment will be carried forward and added to the current year's appropriation. The total amount paid to all teachers during each fiscal year will not exceed this cap plus any amount carried forward from the previous year's tuition reimbursement appropriation. A copy of the Tuition Reimbursement Form will be included in the Agreement. (See Appendix A)
- 6.212 In order to qualify for this educational growth payment, a teacher must teach in the District the year following completion of the work. To clarify, if a teacher completes courses during the previous school year, he/she will be paid the educational growth payment during the following school year, no later than October 15, if he/she is still teaching in the District.
- 6.213 Course of study selected is subject to prior approval of the Superintendent or designee. The teacher shall submit the form attached hereto and a copy of the registration form to the Superintendent or designee prior to beginning the course work to obtain approval. The payment shall apply only towards graduate work beyond the BA level acquired by the teacher to meet certification or licensure requirements established by the State of Ohio for maintaining or upgrading their current certificate or license. Satisfactory evidence of successful completion of the course (certified transcripts) will be presented to the superintendent or designee upon the completion of the course, and no later than September 20.
- 6.214 For approved college credit the amount payable to any teacher shall be up to Seven Hundred Fifty Dollars (\$750.00) per year. In no event shall payment exceed the actual cost of the college credit.
- 6.215 The year for disbursement purposes is defined as July 1 through June 30. The classes for any coursework must have started on or before June 30 in order for the teacher to receive reimbursement by October 15. All qualified teachers who take approved credit hours within this time period and submit their documentation in a timely manner will receive some reimbursement.
- 6.216 The reimbursement rate will normally be the rate listed in 6.214. However, if the dollar value of the number of credit hours taken by all teachers during the

defined year exceeds the cap in 6.211, then the total credit hours taken will be divided into the cap to calculate a new per credit hour reimbursement rate. Each qualified teacher will then be reimbursed using this new per credit hour rate. (See Appendix A per form)

6.22 Retirement Incentive Program

A. Early Notification Incentive

Any teacher eligible to retire and has at least ten years of service with the District shall receive an incentive of Three Thousand dollars (\$3,000) for providing the district with early notification. Teachers eligible for retirement on or before June 30 must complete the school year and retire between June 1 and August 1, that year and must notify the Board in writing of their resignation for retirement purposes by March 1, to qualify for the incentive.

B. First Year Eligible Retirement Incentive

Any teacher who has at least ten years of service with the District and reaches eligibility of either 30 years at any age or 25 years and at least age 55 for retirement with STRS and who retires for the first time under STRS regulation shall receive a monthly installment in the amount of \$450 beginning with the month following his/her effective date of retirement for the purpose of defraying the cost of medical insurance during retirement. Beginning with the 2014-2015 school year, the monthly installment shall be \$350. This monthly installment shall continue for a period of 24 months or death of the retiree whichever event occurs first. Teachers eligible for this retirement incentive must complete the school year and retire between June 1 and August 1, that year and must notify the board in writing by March 1.

6.23 Retirement Incentive for Teachers with 35 Years or More of STRS Service Credit

A. This provision is applicable only to those bargaining unit members who are not eligible for the Retirement Incentive Program found in Section 6.22 of this Agreement.

B. Bargaining unit members who have earned 35 years or more of STRS service credit may receive a \$10,000.00 stipend upon retirement during the term of this Agreement. In order to receive this Retirement Incentive a bargaining unit member must complete the following:

1. Submit a notification of retirement by March 1 indicating retirement effective on or before August 31 of that year; actually retire on or before August 31 of that year; and the bargaining unit member must have earned 35 years but less than 36 years of STRS service credit by the effective date of the retirement.

2. The stipend will be distributed to the bargaining unit member within thirty (30) days of submission of documentation to the Treasurer that the bargaining unit member has received the first retirement check from STRS and verification of total years of service.
- C. The provisions of section 6.23 and its application shall terminate on June 30, 2013.

ARTICLE VII

7.00 INSURANCE

7.01 Life Insurance

The Board shall provide Group Life and Accidental Death and Dismemberment insurance in the amount of \$50,000 for members of the bargaining unit. If a person dies under the Accidental Death and Dismemberment coverage, the total benefit is \$100,000.

7.02 Health Care

United Health Care (UHC)

Part-time and shared staffing teachers shall pay for insurance at a pro rata amount equal to the time worked.

7.021 High Deductible Insurance/HSA

- A. The Board will provide a High Deductible Health Saving Account (HD/HSA) insurance plan for eligible staff members.
- B. The Board will contribute 55% of the In-Network deductible per year (as listed below) to the HSA for single or family coverage for employee eligible for HSA coverage.
- C. Employee contribution

July 1, 2013

Single	20% of the premium
Family	20% of the premium

- D.

Plan Type	In-Network Deductible
Single	\$3,000
Family	\$6,000

Prescription Co-pay after Deductible:

Anthem Option 52 Rx NS:
\$10/ \$30/ \$50/25%/\$200 max

Mail Order:
\$10/\$60/\$100/25%/\$200 max

Max Out of Pocket:

in network = \$4,000 single/\$8,000 family

out of network = \$10,000 single/\$20,000 family

- E. Employees not eligible for the HSA and who elect a single or family coverage under the high deductible plan supplied by the Board shall receive reimbursement of up to \$1,500 (single) or \$3,000 (family) for eligible health care expenses. Such amount if any shall be distributed to the employee by the Board four (4) weeks after the submission of the explanation of benefits.
- F. No banking fees for lending institutions to be paid by employee for duration of negotiated agreement.
- G. Employees may make additional pre-tax contributions consistent with IRS Regulations by payroll deduction. Employees shall determine their contribution for the year at the time of enrollment. Changes can be made during the open enrollment period.
- H. Board contribution to HSA accounts will be made during the first week of January of each year. Employees hired after the start of the plan year shall receive a pro-rated Board contribution based upon the number of months employed by the District for the initial year.
- I. Employees planning on retiring may request, in writing to the Treasurer that the Board only contribute a pro-rated amount into the HSA.
- J. Employees must sign up for the insurance plan during the open enrollment period.
- K. Spousal Coverage
 - 1. If an employee's spouse is eligible to participate, as a current employee or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer or retirement plan, the spouse must enroll in such employer/retirement plan sponsored group health insurance coverage(s).
 - 2. Upon the spouse's enrollment in any such employer/retirement plans sponsored group insurance coverage that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.
 - 3. Any spouse who fails to enroll in any group coverage sponsored by his/her employer/retirement plan, as required by this section shall be ineligible for benefits under the group insurance coverage sponsored by the Board of Education.
 - 4. Every employee whose spouse participates in the Board of

Education's group health insurance coverage shall complete and submit to the Board of Education, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage sponsored by the spouse's employer/retirement plan. The written certification must be submitted no later than November 30 in order for the employee's spouse to be covered.

5. If two employees are married to each other, they shall be entitled to one family plan.

L. Affordable Care Act

In the event the Board is required to alter the provisions of the Health Insurance coverage, the cost of the Health Insurance coverage increases and/or the Board is confronted with any penalty due to the implementation of any aspect of the Affordable Care Act, representatives of the parties shall meet and negotiate those effects in order to eliminate those consequences experienced within thirty (30) days of notification from the Board.

7.03 Dental Insurance

The Board shall provide single and family plan dental insurance coverage under the Superior Dental Plan (or equivalent), \$25 deductible single, \$50 deductible family (100% on preventive; 80% on general services; 50% on major services; \$1,500 per person per calendar year, maximum benefit). (See Appendix D for coverage summary)

7.031 Employee Contribution

Effective July 1, 2011, there will be a ten percent (10%) employee contribution for both Single and Family Dental Insurance.

7.04 General Provisions

7.041 Retention of Benefits

The Board reserves the right to substitute insurance carriers for any or all of the above, provided such substitute policies provide equal benefits.

The above named carriers shall be used as a standard of measurement when a change in carriers is considered.

The express terms of the policies issued control as to the amount, entitlement and eligibility for benefits. The above is a topical description only.

7.042 Insurance While on Disability Leave

The Board shall continue to carry on the insurance rolls those persons covered hereunder whose sick leave accumulation has expired and who are on a disability leave of absence. The Board shall pay for such coverage under the same conditions as when the employee was working, for a period of up to six (6) months.

After six (6) months, the employee may exercise the option of maintaining coverage, at the employee's expense, during the remainder of the leave as determined by the Consolidated Omnibus Budget Reconciliation Act. The benefits shall terminate at the expiration of such leave and such leave shall not exceed two (2) years. Employee contributions to premium(s) shall be submitted to the Board Treasurer's office by the close of business on the fifteenth (15th) day of the preceding month of coverage.

7.043 Insurance Coverage on Other Approved Leaves

For other approved leaves of absence, the employee may continue on the insurance rolls by paying the total monthly premium due the insurance carrier to the Board Treasurer's office by the close of business on the fifteenth (15) day of the preceding month of coverage.

Coverage hereunder shall be subject to the provisions of the Master Agreement with the insurance carrier, and such provisions shall include coordination and subrogation of benefits. Any change in carriers will provide for no loss or lapse of coverage unless otherwise mutually agreed.

7.044 Changes in Carrier

The carrier for the medical insurance shall be at the choice of the Board, provided that said coverage shall not be less than that in effect as of the date of the signing of this Agreement. The Association shall be notified of any change thirty (30) days prior to the effective date of any policy change and be given the right to meet and confer with the Superintendent or his/her designee on any such change.

7.05 IRS 125 Plan

7.051 Section 125 of the Internal Revenue Code allows employees to pay their portion of group insurance premiums and other medical, child care, and adult care expenses with pre-tax dollars.

7.052 A premium section only plan under Internal Revenue Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified may participate in the premium section of Section 125. If an employee chooses to utilize childcare portions of this plan they will pay the administrative costs of these parts of the plan.

7.053 The forms shall be submitted to the Treasurer on or before November 1 of each year.

7.054 This plan will be available to employees so long as it is made available by the Internal Revenue Service in its present form or until such time as it is negotiated to be removed from this Agreement.

7.055 An in service will be available to acquaint each teacher with this plan.

7.056 Teachers participating in a medical expense section and/or a dependent care section may pay a cost of up to \$2.00 per month for each section in which the teacher participates if the plan administrator charges the district.

The premium only section is excluded from any administrative charge for a participant.

7.06 Employee Assistance Program

The Board shall provide at no cost to the employee an EAP for all members of the Bargaining Unit. (See Appendix E for coverage summary)

7.07 As an incentive, any teacher electing not to enroll in the Xenia Community School Health Insurance coverage will be paid a monthly stipend of Two Hundred Fifty dollars \$250. A spouse who is covered by the district's insurance does not qualify for this incentive. Should a qualifying event occur, re-enrollment in the health care plan will be permitted, and the stipend shall stop. The member must contact the Treasurer and complete the necessary Health Care coverage documents.

ARTICLE VIII

8.00 LEAVE PROVISIONS

8.01 Sick Leave

8.011 Accumulation

All certificated employees shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month. Maximum sick leave accumulation shall be three hundred twenty-four days (324). Days of sick leave accrued shall be credited to the account of each certificated employee on the last day of the month. Sick leave earned in the State of Ohio shall be transferred and credited pursuant to O.R.C. 3319.141.

8.012 Advance of Sick Leave

The Board shall advance at least five (5) days sick leave to all teachers and may advance additional days.

Should an employee exhaust sick leave during the year, and upon written request of the employee, the Board shall advance ten (10) days or the amount that may be accumulated during the remainder of that contract year, whichever is less.

Total accumulation of sick leave during the school year shall not fall below the total at the beginning of the year unless the teacher is absent more than fifteen (15) days. (See Sick Leave Bank Section 8.016)

8.013 Uses of Sick Leave

Sick leave may be used for absences due to disability by personal illness, pregnancy, recovery from childbirth, adoption or injury, or exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments when such cannot be scheduled during nonworking hours, and due to illness, birth, injury, or death in the employee's immediate family that requires the care and/or attendance of the employee.

Use of sick leave for pregnancy and recovery from childbirth shall be confined to the actual period of disability.

The use of sick leave for an adoption shall be limited to a maximum of ten (10) days.

The Board may request verification from the employee's physician for the need for an extensive period of disability.

8.014 Immediate Family Defined

Immediate family is defined to mean current spouse, parents, parents-in-law, children, son-in-law daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, and grandchildren. Any additional person who resides in the teacher's legal residence or any additional person for whom the teacher has sole responsibility is also included.

8.015 Restrictions

The Board may require teachers to furnish a written-signed statement on forms prescribed by the Board to justify the use of sick leave (O.R.C. 3319.141).

8.016 Sick Leave Bank

- A. The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Recipients shall apply for disability retirement leave with STRS as soon as eligible. Allotments will be limited to participating employees for use only in cases of illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the SBC.
- B. Members may enroll in the Sick Leave Bank, during the enrollment period, which shall be during the month of September of each school year. Newly hired teachers may join the SLB within thirty (30) days from the first date of hire.
- C. Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.
- D. Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.
 1. Sick Leave Bank Committee shall be composed as follows:
 - a. The Superintendent or his designee.
 - b. The Vice President of the Association to serve as a chairperson.
 - c. Three members appointed by the Association President.
 2. The SBC shall review and approve or deny by a majority vote all

applications to the Sick Leave Bank. The chairperson shall vote only in the case of a tie vote. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

3. Decisions of the SBC are final.
4. The SBC 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.

E. General Procedures

1. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
2. Allotments will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.
3. An application will be considered only after a member has used all of his/her accumulated sick days and personal leave days, and available sick day advances.
4. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
5. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of work days required for a full year of service credit. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.
6. 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, or any other part-time or second position held by a member with a full-time contract.

7. Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SBC.
8. Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/ her own accumulated sick days/personal business days.
9. Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
10. Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

8.02 Personal Leave

8.021 Reasons

Three (3) days per school year may be used to conduct necessary personal business, which cannot be conducted outside of school hours, other than professional meetings, upon notification to the Superintendent or his designated representative thirty-six (36) hours in advance of the day/days. In the event of an emergency, the thirty-six (36) hours may be waived if prior notice is given the Superintendent or his representative. Such leave may be taken in one-half (1/2) or whole-day increments. One (1) additional day may be allowed as approved by the Superintendent.

8.022 Improper Use

Gainful employment elsewhere does not constitute proper use of personal leave. Personal leave shall not be available on work days immediately prior to or following scheduled holiday breaks or during the first and last ten (10) days of the academic year. Proven abuse or intended misuse of this provision may constitute just cause for dismissal.

8.023 Association Use

Six (6) additional personal leave days shall be allowed annually to Association President or his/her designated representative, and further additional days may be allowed as approved by the Superintendent.

8.024 Exceptional Use

Any teacher who experiences travel difficulties and is unable to report to work may submit a claim under Personal Leave.

8.03 Child Care Leave

- 8.031 Child care leave shall be granted to an employee to care for a newborn child, an adopted infant under two (2) years of age, or a child for whom the adoptive agency requires full-time parental care for up to twelve (12) consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the Superintendent not later than thirty (30) days prior to the anticipated leave date (except where adoptive agency gives less than thirty (30) days notice), advising the Superintendent of the anticipated date of the leave and further advising the Superintendent of the approximate dates that the employee shall commence and end child care leave. If, prior to the date set for initiation of child care leave, the Superintendent believes that the employee is medically unable to perform adequately as a result of pregnancy, the Superintendent may request the employee to submit a certification from her obstetrician attesting to her ability to continue working. The employee may return to service after the termination of pregnancy.
- 8.032 If the duration of the child care leave does not exceed six (6) months, the teacher will return to the position held before the leave. If the duration exceeds six (6) months, the person will be assigned to a position for which he/she is qualified and certified.
- 8.033 If the teacher desires to return to active service prior to the stated date on the application for leave, the teacher shall notify the Superintendent or his/her designee in writing that an early return to service is requested and the date on which the teacher would be able to return. Such teacher may be returned to active service upon the mutual agreement of the teacher and the Superintendent or his/her designee. The Board recognizes that the granting of unpaid childcare leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio. The employee on leave may exercise the option of maintaining group insurance coverages at the employee's expense during such leave as determined by the Consolidated Omnibus Budget Reconciliation Act.
- 8.034 Premium payments must be paid in advance in the Treasurer's office by the close of business hours on the fifteenth (15th) day of the preceding month of coverage.
- 8.035 A teacher may request and the Superintendent may grant up to an additional year of childcare leave.

8.04 Unpaid Sabbatical Leave

- 8.041 Sabbatical leave may be granted to a teacher who has served in the District at least five (5) years. Any request for sabbatical leave must be made in writing not later than May 1 of any school year or at a later date at the discretion of the Superintendent or his/her designee. Conditions under which sabbatical leave may be granted may include additional study, including study of another area of specialization, travel, or other reasons deemed to have value to the school system.
- A. Sabbatical leave shall not be granted to more than five (5) percent of the teaching staff at any one time.
 - B. Sabbatical leave shall not be granted to any teacher more often than once for every five (5) years of service.
 - C. Sabbatical leaves shall not exceed a year in duration.
 - D. Sabbatical leaves shall not be granted a second time to the same individual when other members of the teaching staff have filed such a request.
 - E. The teacher shall present to the Superintendent or his/her designee a plan for professional growth prior to such a leave and, at the conclusion, provide evidence that the plan was followed.
 - F. The teacher shall be required to return to the District at the expiration of sabbatical leave for a period of at least one (1) year unless the teacher has completed twenty-five (25) years of teaching in Ohio. Such return to work requirement may be waived by the Superintendent or his/her designee.
- 8.042 Sabbatical leave shall be without pay.
- 8.043 Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September, or no later than December 1 if the intent is to return at the beginning of the second semester.
- 8.044 The return to active service from sabbatical leave shall coincide with the first day of the school calendar or the first day of the second semester unless the teacher and the Superintendent or his/her designee mutually agree in writing to a different date.
- 8.045 If the duration of the sabbatical leave does not exceed six (6) months in the same school year (August through July), the teacher will return to the position held before leave. If the duration exceeds six (6) months in the same school year or spans any amount of time in consecutive school years, the person will be assigned a position for which he/she is qualified and certified.

8.046 The teacher on leave may exercise the option of maintaining group insurance coverage at the teacher's expense during such leave as determined by the Consolidated Omnibus Reconciliation Act (COBRA) under the provisions of Section 7.00. Premium payments must be paid in advance in the Treasurer's office by the fifteenth (15th) day of the preceding month of coverage.

8.047 Upon return from leave, the teacher may purchase S.T.R.S. credit under the time restrictions and other rules and regulations of S.T.R.S.

8.05 Absence Without Pay

Upon written request of the teacher, a leave of absence without pay, not to exceed five (5) days, may be recommended by the Superintendent. The written request must be presented to the Superintendent in advance unless in an emergency, in which case the request will be given as soon as practical. The recommendation and approval of the leave of absence without pay is subject to the discretion of the Superintendent.

8.051 In accordance with O.R.C. Section 3319.13, upon written request of the teacher, the Board may grant a leave of absence without pay for education or professional or other purposes including adoption, and shall grant such leave where illness, pregnancy, or other disability is the reason for the request.

8.052 Such teachers on unpaid leave of absence shall be continued on life, dental, hospitalization, surgical and major medical insurance in accordance with O.R.C. Section 3313.202, with all pro rata share premiums paid by the employee. Premium shall be paid through payroll deductions.

8.06 Military Leave

Employees will be granted leaves of absence and reinstatement for the purposes of military service in accordance with applicable state and federal legislation.

8.07 Assault Leave

8.071 Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board shall grant assault leave to employees absent due to disability resulting from assault under the following conditions:

8.072 Any teacher who must be absent from his or her duties due to physical disability resulting from an assault in the course of and arising out of the teacher's employment, while teaching or in school-related activities, on or off school premises before, during or after school hours, shall be paid his or her full scheduled compensation for a maximum period of forty (40) contract days falling in the same school year unless accompanied by a doctor statement outlining the reasons why more time absent from school is necessary. The Board may require