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NEGOTIATED AGREEMENT

BETWEEN THE

MECHANICSBURG EDUCATION ASSOCIATION

AND THE

MECHANICSBURG EXEMPTED VILLAGE

BOARD OF EDUCATION

JULY 1, 2013 THROUGH JUNE 30, 2014

ADOPTED BY THE BOARD OF EDUCATION
ON
August 9, 2013



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ARTICLE 101 – RECOGNITION

- 101.01 The Mechanicsburg Exempted Village Board of Education (hereinafter referred to as the “Board”) and its certified employees represented by the Mechanicsburg Education Association/Ohio Education Association/National Education Association (hereinafter referred to as the “Association”), share the combined responsibility of working cooperatively in the decision making process in the areas of salary, fringe benefits, and conditions of work so that the cause of public education may best be served in the Mechanicsburg Exempted Village School District.
- 101.02 This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding matters related to terms and conditions of employment for members of the bargaining unit. Whenever and wherever this Agreement conflicts with state law, it was the intent of the negotiating parties that this Agreement prevails.
- 101.03 A. The Board recognizes the Association as the sole and exclusive bargaining agent for all full and part-time (37.5% or more service time) certified staff employed by the Board excluding the Superintendent, Assistant Superintendent(s), Building Principal(s), Assistant to Principal/Athletic Director, Curriculum Director, School Psychologist, Speech and Hearing Pathologist (effective with 2002-2003 school year) and substitutes, and all others for whom certification in supervision or administration is required as a condition of employment. Included in the bargaining unit are teachers, counselors, nurses, librarians and technology coordinators.
- B. Prior to October 15 of each year the Mechanicsburg Education Association will submit a list of members to the Superintendent.
- C. The procedure used to determine the exclusive bargaining agent, change the exclusive bargaining agent, or to have no bargaining agent at all shall be those prescribed by the Ohio State Employee Relations Board.
- D. Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion.
- E. During the duration of this agreement, the Board of Education agrees to abide by the articles of this contract, and unless changed by mutual consent, to maintain the terms, conditions, and benefits it establishes.
- 101.04 It is also agreed that:
- A. Unless otherwise indicated, the employees in the bargaining unit will be referred to as “teacher”. Reference to male teachers will include female teachers.
- B. The terms of this Agreement shall modify or supersede the Ohio Revised Code (ORC) to the extent expressly stated herein.
- C. No reprisal of any kind shall be taken by the Board, Association, or Administration against any participant in negotiations as a result of his participation.
- D. The Board, Association, and the Administration agree not to discriminate in any way against any person with regard to race, creed, religion, color, national origin, sex, age, or marital

status. Equal employment opportunities - The Mechanicsburg School District is an equal employment opportunity agency.

- E. The Board and the Administration will cooperate with the Association in matters of communication utilizing the existing school channels as long as such communications do not interfere or disrupt the normal operation of the school system. Existing channels to include but not limited to the following: public address system, teacher mailboxes, duplicators, copy machines, and lounge bulletin boards. Materials provided by the Association.
- F. The Board and Administration shall permit an MEA representative to speak during any formal or informal teachers' meeting concerning Association concerns and/or matters. The Board of Education shall permit an MEA representative to speak during any public Board of Education meeting.
- G. The Board and the Administration will cooperate with the Association in the use of school buildings and equipment for Association uses providing such use does not interfere with regular school activities and is in accordance with the provisions of the Board's policy in use of buildings and facilities for school associated groups. No fees will be assessed for such uses.
- H. The Board and Administration shall cooperate with the Association in providing documents, dates, and/or information, which assists the Association in developing accurate, informed, and informational materials for teachers or for the Association's use. All releases of the above shall be done in accordance with state and federal law and Board policy.

Materials provided by the Board shall be only those normal documents that are usually done by the Treasurer plus any individual grievance item that may be needed to settle a grievance. The Treasurer shall not be asked to perform work not in the line of his/her normal routine of duty.

- I. This Agreement supersedes and cancels all previous agreements or understandings, verbal or written, or based on past practice of items specifically defined by this agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by parties hereto.
 - J. The Board and Association acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
 - K. If any clause, sentence, paragraph, or part of this Agreement, shall for any reason, be found contrary to law then said clause, sentence, paragraph, or part shall be deemed invalid, except to the extent permitted by law. The remainder of the Agreement shall remain in full force and effect and the parties to the Agreement shall thereupon meet within ten (10) days to seek to negotiate substitute provisions, which are in conformity with the applicable law.
- 101.05 All current school employees that are not currently a fee paying member will be grandfathered out of participating in fair share fee unless they volunteer to participate. All new bargaining unit members beginning with the 2010/2011 school year and all currently participating members will be fair share members of the Mechanicsburg Education Association.

ARTICLE 102 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

- 102.01 The Board and the Association shall negotiate on issues pertaining to wages, hours, and terms and conditions of public employment.
- 102.02 If either of the parties desires to commence bargaining on a successor agreement, it shall notify the other party, in writing, at least sixty (60) days, but no more than ninety (90) calendar days prior to the expiration of the current agreement. Notification in writing from the Association shall be served on the Superintendent, and from the Board shall be served on the President of the Association.
- A. Ten (10) days after delivery of the notice each side will exchange the names of their respective negotiation team members and establish an opening meeting date. The meeting place and time will be mutually acceptable to both parties.
 - B. The first item of business will be the exchanging by both parties of negotiation proposals, written and in language suitable for inclusion in any final agreement. After the first session, no additional items may be added to those already on the table, unless mutually agreed upon. The team proposing new items must identify them as new items and ask permission of the other team before negotiations proceed.
- 102.03 Individuals and minorities may present their views and recommendations in writing to the Superintendent. A copy of such views and recommendations shall be filed concurrently with the Treasurer of the Board and the President of the Association. The Board recognizes that teachers have the right to join any organization for their professional or economic improvement.
- 102.04 The Board and the recognized Association shall be represented to all meetings by a team of negotiators, not to exceed four (4) members each. All negotiations shall be conducted exclusively between said teams. Each party shall be authorized to admit no more than two (2) observers to each negotiation meeting. Observers shall be without the right to speak during the negotiations session unless by mutual consent. Observers may interchange with the negotiating spokespersons.
- 102.05
- A. The time and date of future negotiations meetings shall be mutually agreed upon, and until negotiations are concluded, either party may require at each meeting a decision on the date and time of a subsequent meeting.
 - B. Unless mutually agreed upon, future meetings shall not be scheduled during school hours (except in extreme emergencies) and shall be at reasonable intervals and times so as to avoid as nearly as practicable conflict and interference with school and employment schedules.
 - C. Negotiations meeting shall not be open to the public unless by mutual agreement.
 - D. Either party may, upon request, caucus for a reasonable length of time not to exceed thirty minutes.
 - E. When unforeseen circumstances make it impossible for the chief negotiator of either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible, and both parties shall hereupon agree to the time of the next negotiations session.

- F. All information concerning negotiations shall be disseminated only by the respective negotiating teams and such dissemination shall be conducted in a fashion that positively facilitates the negotiations process. Observers shall not engage in such communication.
 - G. During negotiations, the Board and the Association will present relevant data, exchange points of views, and make proposals and counter-proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith; however, such obligation does not compel either party to agree to a proposal or require the making of a concession.
 - H. All parties are expected to deal fairly with each other and to conduct negotiations in good faith. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why.
- 102.06 Both parties shall furnish each other, upon reasonable written request, all available public information pertinent to the issues under negotiation. The expense of providing such information shall be borne by the party requesting it, and such party shall initial for receipt of the requested item.
- 102.07 A. Consultants - Either party may call upon professional and lay consultants to assist it in all negotiations. The expense of such consultant's services shall be borne by the party requesting the service. Said professional and lay consultants shall be admitted to negotiation sessions.
- B. Ad Hoc Committees - By mutual agreement both parties appoint joint committees, chosen from the regular negotiation team membership, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties at a regular negotiations meeting held within the time limit specified by the parties when the committee was established.
- 102.08 Periodic progress reports to the public may be issued during negotiations. Such releases shall be mutually written and agreed upon.
- 102.09 A. Tentative Agreement - Negotiations items shall be reduced to writing and initialed by representatives of each party. Initialed items may be revised by mutual agreement.
- B. Agreement - When consensus is reached on all matters being negotiated, the understandings of the negotiation parties shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, the written agreement between the parties shall then be submitted to the Board for its approval at its next regular or special meeting. If approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become part of the official minutes of the Board.
- 102.10 Impasse in Negotiations – If, after sixty (60) days the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the unresolved issues be submitted to the Federal Mediation and Conciliation Service. Any costs for the use of such mediation service shall be shared equally by the parties. The use of such mediation shall be the exclusive impasse remedy used by the parties.

102.11 The Association does hereby affirm and agree that it will not directly call, sanction, encourage, finance, or assist in any way nor shall any association member instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Board of Education while the present Negotiated Agreement is in force.

ARTICLE 103 - ASSOCIATION RIGHTS

103.01 A teacher elected to state or national office of a bonafide professional organization is eligible for a leave of absence without pay under the provisions of the leave of absence policy of the Board.

103.02 The Association, through a designated representative, shall have the right to all regularly scheduled or special meetings of the Board to speak to any issue opened for public discussion.

103.03 The President of the Association shall be provided with a copy of an agenda for each regular or special Board meeting as well as an unapproved copy of the Board Meeting minutes from the previous month.

103.04 The President of the Association shall receive from the Board a directory listing the names and job assignments of all employees of the Board. This directory will be provided on or before October 1 of each year.

103.05 The Association shall have the right to use a bulletin board in the teachers' lounges for Association announcements. The announcements may also be posted near the teachers' mailboxes.

103.06 The Association may use the internal mail system and email system of the school and place Association communications in the mailboxes of the members. The use of the email system will be subject to any acceptable use policy adopted by the school district.

The email and internal mail system shall not be used for distribution of materials, which are abusive or threatening toward any individual or group.

Any teacher may request in writing that Association communications not be placed in his/her email and mailbox.

103.07 The Board shall permit the President of the Association or his/her designee up to six (6) days, or the equivalent, of leave of absence without loss of pay for Association related business, with the understanding that the request for leave is of a professional nature. No expense for such meetings shall be assumed by the Board.

The President of the Association shall notify the Superintendent in writing at least twenty-four (24) hours in advance of the date of leave, for the purpose of indicating the nature of the meeting and securing an appropriate substitute teacher.

103.08 The Association shall give the names and addresses of its officers to the Superintendent and to the Board President on or before June 10 of each year.

103.09 A list of grants currently in process by the district will be located in the Central Board Office for review by the MEA.

ARTICLE 104 - MANAGEMENT RIGHTS

The Association recognizes that the Board is the legally constituted body, responsible for the management, direction and control of all the public schools of the Board and its employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules and regulations governing any and all aspects of the Board's school district except as restricted by this Agreement.

The rights and responsibilities include, but are not limited to, the following except as restricted by this Agreement:

1. To determine all matters of managerial policy which include, but are not limited to areas of discretion or policy such as functions, services and programs of the district; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services and programs of the district.
2. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, layoff, train, retrain, suspend, demote, discipline, remove, dismiss, retain, or reinstate employees.
3. To direct, supervise, and manage the work force to determine the efficiency and effectiveness of the work force, to determine the size, composition, and adequacy of the work force; and to select the personnel by which district operations shall be carried out.
4. To maintain or increase the efficiency and/or effectiveness of district services; i.e., establishing and arranging programs and schedules.
5. To take actions to carry out the mission of the district as a governmental unit.
6. The Board shall comply with all provisions of the Constitutions of the United States and the State of Ohio.

ARTICLE 105 - PROFESSIONAL TEACHING STAFF RIGHTS

- 105.01 All members of the professional teaching staff shall have all rights provided them by the ORC, the Constitution of the State of Ohio and the United States.
- 105.02 All members of the professional teaching staff shall have all rights provided to them by terms of this Negotiated Agreement.
- 105.03 All members of the professional teaching staff shall have a responsibility in developing and evaluating the curricular and instructional programs of the Mechanicsburg School District.
- 105.04 All members of the professional teaching staff shall have the right to temporarily remove a disruptive pupil from a class or extracurricular activity pursuant to ORC 3313.66.
- 105.05 There will be five (5) identified teacher workrooms, each furnished with a computer, photocopy machine, paper cutter, three-hole punch and other small office equipment (stapler, staple puller, etc.). Teachers will be afforded access to all computer labs when available.

ARTICLE 106 - EMPLOYMENT PROCEDURE

106.01 It shall be the practice of the Board to provide an orderly and systematic procedure for the employment and retention of the best-qualified professional staff members possible. Re-employment of professional teaching staff members shall be carried out within the provision set forth in the ORC, except as expressly modified by this Agreement.

Re-employment of previously retired teachers shall be carried out within the provisions set forth in the MEA/BOE Negotiated Agreement. The retired teacher shall be placed on the salary schedule based on their present educational level. The salary experience step shall be no more than ten (10) years. A retired-rehired employee will only be given one (1) year limited contracts. Each one (1) year limited contract will be considered nonrenewed automatically at the end of each year without further action of the Board of Education.

106.02 A teacher, new to the Mechanicsburg School District shall, upon his/her initial employment shall be offered a one (1) year limited contract. If his/her services are judged by the proper administrator to be satisfactory he/she will be recommended for one (1) year limited contracts in each of the two (2) subsequent years.

106.03 If the services of the teacher during the time specified above is judged by the proper administrator to be satisfactory, he/she shall be recommended for another limited contract of two (2) years and then subsequent three (3) year limited contracts.

106.04 Upon re-employment no teacher shall receive a contract less than the previous contract held with the Board, except under the following conditions: A one (1) year limited contract may be given to the unit member at the time of renewal with written reasons. If at the end of one (1) year limited contract, his/her services are judged to be of satisfactory quality by the responsible administrative person, he/she shall be awarded a limited contract according to his/her service as indicated above.

106.05 A teacher who has achieved continuing contract status in another district and whose services have been judged as satisfactory during the first year of employment in the Mechanicsburg School District shall be recommended for another one (1) year limited contract. If during the second one year limited contract said teacher's service is judged as satisfactory by the responsible administrator, then such teacher shall be recommended for a continuing contract.

106.06 Members of the bargaining unit who qualify shall be considered for a continuing contract; provided however, to be eligible for consideration for a continuing contract, a teacher must have filed a valid professional, permanent or life certificate/license and a written request for a continuing contract with the Superintendent by October 1, of the school year in which he/she wishes to be considered. Such a contract shall be considered following the guidelines set forth in ORC 3319.11 and 3319.08.

106.07 In order to further define written notice as referenced in Section 3319.11 of the Revised Code, any member of the bargaining unit employed under a limited contract and whose regular contract is not to be renewed shall be notified in writing on or before April 30. For the purpose of this subsection, posting such written notice in the U. S. Mail by registered or certified mail to such teacher's last known mailing address shall constitute "notice" to the member or by personal service of the notice to the teacher. Said teacher shall be required to sign a receipt for personal delivery of notice.

106.08 Service by members of the bargaining unit extending before or after such member's regular duty day and is not a part of the member's regular teaching duties shall be deemed a supplemental or

extended duty and shall be set forth in a limited contract of one (1) year. Notwithstanding Section 3319.11 of the Revised Code, such supplemental extended duty contracts shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of such supplemental contract.

- 106.09 A teacher may resign his/her contract with the Board by submitting a written resignation at the close of any school year and prior to July 10th. The Board is not required to honor any resignation requests after July 10th.
- 106.10 No right or privilege shall be asserted by any member of the bargaining unit by reason of any teaching certificate not filed by the member with the Superintendent. They must be filed no later than October 1 of each year.

ARTICLE 107 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

107.01 The purpose of the Local Professional Development Committee (LPDC) is to give educators greater professional autonomy and responsibility for professional development and to shift control to individual educators to allow for more self directed freedom in making decisions about their educational training. The role of the LPDC is to evaluate the "individual professional development plan" (IPDP) submitted by each educator wishing to fulfill license renewal requirements.

- A. An Individual Professional Development Plan (IPDP) is based on the needs of the educator, the students, the school, and the school district and must be submitted for approval to the LPDC for conversion to a license.

107.02 Scope of the Committee: The scope of the LPDC shall be district wide.

107.03 There shall be at least five (5) total members of the LPDC. There shall be a majority of teacher members of the LPDC when evaluating a teacher's IPDP or voting on a teacher's licensure. There shall be a majority of administrator members of the LPDC when evaluating an administrator's IPDP or voting on an administrator's licensure.

- A. The Association shall appoint all teachers to the LPDC and any teacher replacements to the committee. If teacher vacancies occur, the Association shall determine the replacements and length of service.
- B. The Superintendent shall appoint one principal and other personnel necessary to meet the requirements of the LPDC.

107.04 Frequency of Meetings: The Committee shall meet a minimum of four (4) times a year. Additional meetings must be approved in advance by the Superintendent.

- A. A calendar of the yearly meetings shall be established at the first LPDC meeting each year by September 30th. Said calendar shall be given to each educator in the district along with the names of the members of the LPDC.

107.05 Decision making: All decisions made by the LPDC shall be made by the majority of those present.

107.06 Committee release time: All members of the LPDC will be given four (4) days of Professional Leave to conduct committee business. Any additional release time must be approved in advance

by the Superintendent. Committee members shall be reimbursed for all approved expenses incurred in pursuit of their LPDC duties.

A. Service on an LPDC may be approved as one of the equivalent activities for license renewal.

107.07 Training: The Board of Education shall provide and pay for training for LPDC members.

107.08 The decisions of the LPDC may not contravene the language of the collective bargaining agreement and no waivers of contractual provision shall be made other than the area of state certification requirements. (This would allow the LPDC to approve hours, CEU's and other appropriate activities for licensure.) This waiver shall not be used to place teachers in areas outside their present certification.

107.09 The LPDC shall choose and hire an evaluator to conduct a case study of the establishment and operation of the committee, identifying areas of difficulty and success and provide periodic reports during the funding period. The committee shall draft and adopt written procedures to execute their work. A copy of such procedures shall be given to every employee at the beginning of each school year.

107.10 The LPDC shall draft written procedures for an appeals procedure in the event the LPDC's decision on certification/licensure is protested by an individual.

107.11 The LPDC may enter into a collaborative county wide group for the purpose of training LPDC members, circulating criteria, procedures, workshops/coordinating discussions, managing records of CEU's and providing acceptance programs and course work for licensure.

A. The LPDC is not limited to such collaborative county programs, but may authorize and accept any other provider or program accredited to provide teacher training, certification/licensure, work experience or CEU's.

B. Participation in such a collaborative may not contravene any portion of the collective bargaining agreement except as expressed herein and only the LPDC can approve programs for the employee's covered herein.

ARTICLE 108 - ASSIGNMENT AND TRANSFER

108.01 Transfer shall be defined as the voluntary/involuntary assigning of teachers from one grade level to another, from one subject area to another, or from a regular teaching position to an educational service personnel position that includes guidance counselor, librarian, school psychologist, or educational specialist.

A vacancy shall be defined as any regular teaching position, which the Board determines to fill resulting from the creation of a new position, a transfer, a non-renewal, a termination, a resignation or the death of an employee.

Teachers shall be assigned to perform duties in an area where, in the opinion of the Superintendent, their services will be of greatest value to the educational program and in areas where proper certification is held.

108.02 During the school year, in addition to seeking candidates from outside the district, teachers will be notified of vacancies including newly created positions in both the regular and extra duty areas through periodic notices issued by the Superintendent. The Superintendent shall post such

vacancy for five (5) working days and set forth the qualifications, general responsibilities, and procedures for obtaining the position, and the deadline for applying for the position. During the summer recess vacancies including newly created positions will be posted for five (5) working days in the Superintendent and Treasurer's offices, the district web page and sent out with teacher paychecks. Where qualifications are substantially equal, preference shall be given to certified staff currently employed by the school district.

108.03 It shall be the practice of the Board to fill vacancies by voluntary transfer based on educational background, seniority, and the best interests of the students. Properly certified teachers who wish to be considered for such assignments shall express their interest in writing to the Superintendent, and will be granted an interview, if requested, for that position. Teachers who have notified the Superintendent in writing of their desire to transfer will be notified via U.S. Mail and/or phone call when a position they have requested becomes available. If a transfer is denied the certified staff member involved will be given the opportunity to meet with the Superintendent to discuss the reasons for the denial. Such a transferred teacher will not lose or change his/her seniority employment status.

108.04 The administration will notify teachers of their ensuing tentative assignment (subject, grade level and tentative class size(s) on or before the first day of July proceeding the next school year.

Any change in assignment (subject or grade level) made after July 1st will be discussed with the person involved.

108.05 A teacher may withdraw a request for transfer any time prior to the teacher's receipt of written notification authorizing the requested transfer.

108.06 Any certified staff to be affected by an administrative initiated involuntary transfer or reassignment for the next school year shall be informed of the intended action. Such notification shall be given throughout the summer as a needed change is identified. In emergency situations such notification shall be on or before August 1st, the second month of the current school year.

A. Involuntary transfer within a certificated area shall apply to the teacher with the least seniority in the district.

B. Such involuntary transfer/reassignment shall not be arbitrary, capricious, or as a disciplinary measure, but shall be in the best interests of the students and staff involved.

C. A transfer/reassignment shall not be used to contravene other terms or conditions of employment found in this contract.

D. After one (1) year of service in the transferred position, the transferred teacher will be given preference to any job openings for which he/she is certified.

ARTICLE 109 - TERMINATION OF CONTRACT AND FAIR DISMISSAL

109.01 Termination of contract -

A. The Board may terminate a teacher's contract for good and just cause unless otherwise enumerated in the Ohio Revised Code.

B. All proceedings for the termination of a teacher's contract by the Board shall be in compliance with ORC Sections 3319.16 and 3319.161.

C. A teacher who wishes to appeal an order for termination of contract shall have the right to do so under the provision of ORC Sections 3319.16 and 3319.161.

109.02 Non-renewal of limited contracts - All proceedings for the non-renewal of a teacher's limited contract shall be in compliance with ORC Section 3319.11, except as modified by Section 109.03 and the procedures established under Section 125.01.

109.03 Due process - Each certified staff member who is employed under a limited contract and is subject to a pending Board action of non-renewal shall be provided with the basis of the non-renewal and shall be provided with the opportunity, if requested by the teacher within ten (10) days from the date of the intent to nonrenewal notification, to an administrative hearing. Such administrative hearing shall be conducted by the Superintendent. The Superintendent will be notified by the teacher involved five (5) days before the hearing as to which his/her hearing representative (up to a maximum of four (4)) will be. If not satisfied with administrative hearing the teacher may request a private hearing at the next regularly scheduled Board meeting. As her/his request, the teacher may be represented at all the aforementioned hearings.

ARTICLE 110 - PERSONNEL FILES

110.01 There will be established an official confidential file for each teacher of the school district within the administration offices of the Superintendent and Treasurer. The personnel files shall include the following information:

- | | |
|---|--|
| A. Application for employment including references. | G. Teaching certificates. |
| B. Evaluation Forms. | H. Official transcripts. |
| C. Letters of merit submitted by the teacher or other professionals. | I. Record of military service. |
| D. B.C.I. checks. | J. Record of inservice |
| E. Letters of reprimand, disciplinary records, or Administrative complaints filed under 110.04. | K. Tax withholding, medical, life or other benefit deductions. |
| F. Contract and salary notices. | L. Change of personal status forms. |

110.02 The teacher, upon written request, shall have the right to review the contents of his/her personnel file within three (3) school days of said request, and to receive a copy of any documents contained therein.

110.03 Changes in a teacher's status of employment or conditions relating thereto shall be made a part of his/her personnel record.

110.04 Any material entered into a member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material with the Superintendent. If it is found to lack in any of the aforementioned, it shall be removed from the member's file. If the staff member and Superintendent cannot agree about the disposition of the materials, the teacher may appeal to the Board of Education. Should the Board of Education deny removal of said material, then the member shall have the right to respond in writing and attach his/her response to the material.

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

110.06 Personnel records shall be available for public review except for matters which are exempted by law as set forth in O.R.C. 149.43(A)(1):

- A. Confidential laws enforcement investigating records.
- B. Medical records
- C. Trial preparation records
- D. Any other records the release of which is prohibited by state or federal law.

110.07 Teacher Notification – A teacher shall be notified as soon as possible if a request has been made by a non-district employee to copy or review their personnel files. The teacher shall be provided the name of the person reviewing and/or requesting such information if possible.

ARTICLE 111 - ACADEMIC FREEDOM

111.01 The Board and Association believe that academic and professional freedom is essential to the teaching profession. The presentation and discussion of controversial issues in the classroom should be on an informative basis and relevant to classroom goals and objectives. Teachers should guard against giving their personal opinions on sectarian or political questions or any other controversial issues until the students have had the opportunity to find, collect, and assemble factual material on the subject; to interpret the data without prejudice; and to reconsider assumptions and claims and to reach their own conclusions. By refraining from expressing personal views before and during the period of research and study, the teacher is encouraging their students to search after truth and to think for themselves. The development of the ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled, weighted, and relationships seen before drawing inferences or conclusions, is among the most valuable outcomes of a free educational system.

111.02 This belief can best be described by listing three (3) basic rights of the student:

- A. The right to study controversial issues, which have political, economic, or social significance on which, at his/her level, he/she should begin to have an opinion.
- B. The right to study under competent instruction in an atmosphere free from bias and prejudice.
- C. The right of access to all relevant information freely available in the school or public libraries.

Emotional criticism and promotion of a cause within the classroom are inappropriate and unscholarly. The teacher's attitude should be that of the scholar which is truth seeking, open-minded, and tolerant.

111.03 In the event that any citizen has a complaint or question concerning material used or discussed within a class, the following practice shall be followed:

- A. If a citizen calls the Superintendent or the building principal with a concern about material used or discussed, the individual responding to the citizen shall get the name, address and phone number of the citizen and inform the citizen of the following:

1. The teacher of the class.
 2. That there exists a formal policy for reconsideration of the material.
- B. The teacher shall be informed of any initial inquiries and/or complaints.
- C. The teacher shall contact the citizen and shall attempt to answer any questions the citizen may have.
- D. 1. A review committee may be established by the principal that shall include the following persons:
- a. Superintendent
 - b. Principal
 - c. The department chairperson (if applicable)
 - d. An additional teacher designated by the MEA President
2. All members of the review committee shall familiarize themselves with the material in question.
3. The principal shall call a meeting of the members of the review committee, the teacher, and the citizen. During this meeting the citizen shall inform the committee of any and all objections to the material used or discussed. The teacher will tell how it was received by the class, why it was chosen, whether a choice of materials was given to the students, and any other information requested by the review committee pertinent to the situation.
- E. After hearing all of the information, the review committee shall render a decision concerning the material in question and supply copies of their decision to the citizen, the teacher, and to the Board. A copy of this shall also be available for public information and filed in the Superintendent's office.
- F. If the citizen or the teacher is not satisfied with the review committee's decision; either party may request a meeting with the Board in an attempt to resolve the situation. The Board shall invite both parties to such a meeting.
- G. The Board reserves the right to a final decision in any such matter. Said decision shall be communicated to all parties involved.
- H. No parent or group of parents has the right to determine the instructional matter for students other than their own children.
- I. The Board and Association do, however, recognize the right of an individual parent to request that his child not have to participate in a given instructional experience, provided a written request is made to the building principal and he/she determines it to be reasonable. Alternative materials shall be provided and no penalty in grading shall be imposed.

111.04 In teaching controversial issues teachers are responsible for exercising judgment in selecting for discussion those relevant issues, which are deemed to be of value to the maturity and understanding of the students involved.

ARTICLE 112 - PARENT CONFERENCES AND OBSERVATIONS

Although cooperation and communications between parents and teachers is an important facet of teaching and shall be encouraged at all levels, the normal discharge of a teacher's daily responsibilities must be given first consideration. Therefore, any parent conferences or classroom observations by parents will be scheduled in cooperation with the teacher.

ARTICLE 113 - PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

113.01 Constructive criticism of the school and/or its personnel is welcome through whatever medium when it is motivated by a sincere desire to improve the quality of the educational program of the school district.

113.02 The Board places trust in its employees and desires to support their actions in such a manner that employees are freed from unnecessary criticism and complaints.

113.03 Whenever a formal complaint is made to the Board as a whole or to a Board member as an individual, it shall be referred to the school administration for study and possible solution. The individual employee involved shall be advised of the nature of the complaint and shall be given an opportunity to explain, to comment, and to present all facts as he or she sees them.

113.04 Any complaint regarding a teacher, except those involving alleged criminal acts, directed to any member of the school administration team shall be processed in the following manner:

Step 1: The complaint will be directed to the teacher most immediately involved. All efforts will be made to reach a satisfactory solution through a conference or other means at this level.

Step 2: Any complaint unresolved at Step 1 may be submitted at the request of the teacher or complainant, orally or in writing, to the building principal who shall attempt to resolve the matter to the satisfaction for all parties concerned.

Step 3: Any complaint unresolved at Step 2 shall be forwarded by the building principal to the Superintendent.

Step 4: Upon receipt of the complaint, the Superintendent shall confer with all parties. The teacher shall have the right to be present and accompanied by one or more of the following: a representative of the teachers' organization recognized by the Board as the exclusive representative of the teachers, or by a representative of his/her own choosing, excluding legal counsel, at all meetings with the Superintendent and the complainant.

Step 5: If the Superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, the Superintendent shall forward the results of discussion at Step 4 along with recommendations, in writing, to the Board and a copy to all parties involved.

Step 6: After receipt of the findings and recommendations of the Superintendent and before action thereon, the Board shall afford the parties an opportunity to meet with the Board. Copies of any action taken by the Board shall be forwarded to all parties. The teacher may be represented by legal counsel or other representation.

ARTICLE 114 - PAY PROCEDURES AND PERIODS

114.01 A. The payment of professional teaching staff salaries and extended time salaries shall be distributed over the twelve (12) calendar months on the basis of twenty-six (26) periods. If the contract payment period covers twenty-seven (27) pay periods, the membership by a popular vote may decide to have a 27th pay. The contract amount will be determined by dividing the annual contract by twenty-seven (27).

B. Supplemental contracts will be paid as follows:

Fall sport supplementals will be paid the last pay in September and first pay in November.
Winter sport supplementals will be paid the first pay of December and the first pay in March.
Spring sport supplementals will be paid the first pay of April and the second pay in May.

C. In no event shall any employee be paid for their supplemental contract until the employee has completed their job responsibility as defined in the job description.

Academic supplementals will be paid the first pay of December and the second pay in May except the one-time per year only events such as Science Fair, Musical Director, Musical Choreographer, Play Director, and Musical/Play Assistant Director, supplementals which will be paid at the end of the event. (Elementary Musical Director paid twice per year)

The Band, Athletic Director, and Assistant Athletic Director supplementals shall be paid in accordance with Article 114.01 A.

114.02 The daily rate of pay of each member of the professional teaching staff shall be determined by dividing his/her annual teaching and extended time contract salary by the number of work days in that person's contracted calendar.

114.03 Deductions for absences which are not covered by sick leave, calamity leave, professional leave, emergency leave, or personal leave policy shall be made from the pay following the pay period during which the absence occurred. Such deduction shall be calculated at the employee's daily rate of pay as determined in Article 114.02.

114.04 Deduction for the proper retirement system will be made to coincide with the pay periods.

114.05 Teachers may authorize payroll deductions for professional dues in equal bi-weekly payments not to exceed two (2) per month. Dues will stand for each full year authorized. If an MEA member resigns or goes on an extended unpaid leave during the school year, the MEA must be informed.

114.06 The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization forms.

114.07 Payroll deduction may be requested for:

- A. Association Dues and Education Political Action Committee (EPAC)
- B. United Way Contribution
- C. Retirement/Investment Plan

(New tax sheltered annuity plans will be added if three (3) employees will be participating.) Employees who are currently contributing to retirement/investment plans will be allowed to continue contributions through payroll deduction even if only one employee is contributing.

- D. Bank savings deposits on the ACH (Automated Clearing House) are available to employees participating in direct deposit of payroll.
- E. Heartland Federal Credit Union deposits for employees who had the deduction prior to July 1, 2006.
- F. Beginning July 1, 2006 a Prepaid Legal Services Plan will be offered to employees through payroll deduction at 100% employee cost.

Changes in teacher's personnel status (address, name, dependency status, withholding information, etc.) shall be provided in writing to the Treasurer's office.

114.08 Payroll deductions can be arranged any time and will be honored by the Treasurer of the Mechanicsburg Exempted Village Schools when requested in writing with ten (10) days notice. Forms are available in the Treasurer's office.

114.09 If for any reason the Board fails to make a deduction for any employee as above provided, the Treasurer or Assistant to the Treasurer responsible for payroll shall confer with the effected employee and they shall mutually agree as to how and when to correct the error. The employee shall sign a form provided by the Treasurer setting forth the conditions for correcting the error, as mutually agreed upon. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

114.10 Employees shall be paid through direct deposit through the ACH system.

114.11 The Board Treasurer shall provide the following information prior to June 30th, regarding the succeeding year's teaching salary notice: total number of work days of the certified staff members teaching contract; the number of days of extended time; the number of years of experience and education upon which the salary is based, and the daily rate.

ARTICLE 115 - SICK LEAVE

115.01 Each full time professional teaching staff member shall be entitled to fifteen (15) days of sick leave with pay for each year of employment, to be credited at the rate of one and one-fourth (1¼) days per month (ORC 3319.141). Any staff member, who has not accumulated five (5) sick leave credits, shall be advanced five (5) sick leave days at the beginning of the school year. Said advance shall be charged against the sick leave he/she subsequently accumulates.

115.02 Sick leave may be used for absences due to:

- A. Personal illness, pregnancy, injury, or routine medical, dental, or vision examinations.
- B. Exposure to contagious diseases, which could be communicated to other employees and children.
- C. Illness, injury, death, or routine medical, dental or vision examinations in the immediate family. Immediate family is defined to mean: spouse, father, mother, sister, brother, child,

grandparents, grandchildren, parents-in-law, son and daughter-in-law, daughter and son-in-law, step children, and step parents, brother-in-law, and sister-in-law, aunt or uncle, and/or loco parentis, or any relative living in the household of the employee.

- D. The non-availability of a substitute teacher shall not be used as a reason to deny any member the use of sick leave.
- E. Leave to attend the funeral of a member of the teacher's immediate family shall be limited to up to five (5) consecutive days per occurrence.
- F. The Superintendent may require a teacher to furnish a written signed statement to the effect that an absence was due to one of the foregoing conditions (3319.141).

115.03 Unused sick leave shall be cumulative up to 254 days.

115.04 Bargaining unit members, who have accumulated the maximum number days of sick leave, will continue to accumulate sick leave in a reserve account. The maximum days that may accumulate in this reserve account is five (5). Such days shall be used only to maintain the member's sick leave balance at the maximum number, should the member's absence exceed the accumulation of additional sick days.

115.05 A teacher who has accumulated sick leave in another school district in Ohio shall be credited with the unused balance of his/her accumulated sick leave up to the maximum sick leave days by presenting a properly certified record of such days.

115.06 An employee who becomes pregnant or is the employed spouse of a pregnant person may take either *six (6) weeks paid use of* sick leave or unpaid childcare leave as stipulated in Article 115 and Article 117. Paternity leave up to six (6) weeks shall be granted to fathers at the time of the birth/adoption of the child or premature termination of pregnancy and shall be deducted from sick leave. Sick leave, up to six (6) weeks, can be used for an adoption.

115.07 Teachers returning to duty from an extended sick leave (20 working days or more) shall be permitted to do so upon the written advice of their physician. Teachers who return from an extended sick leave shall return to the same or similar position without loss of seniority.

115.08 Within thirty days after the end of each calendar year and within thirty days after the end of the fiscal year, the Treasurer of the Board shall present to each teacher a report of his/her sick leave record. Such records shall include:

- A. Accumulated days at the beginning of the period.
- B. Sick leave days used during the period.
- C. Sick leave days earned during the period.
- D. The balance of sick leave days at the end of the period.

115.09 A teacher may request in writing, and receive from the treasurer's office a similar report at any other time not listed in 115.08 above.

115.10 If school is closed by the action of the Superintendent during a sick leave period, the staff member shall not be charged with the sick leave day.

115.11 Each staff member using zero sick leave days during the course of a full school year shall receive an amount of one hundred dollars (\$100) over their regular contract salary, payable by June 30. Each staff member using a total of three (3) or less sick leave days during the course of a full school year shall receive an amount of fifty dollars (\$50) over their regular contract salary, payable by June 30.

115.12 When a teacher has ten (10) years of service with the Mechanicsburg Schools, and becomes deceased, the severance payment to the estate shall be made upon resolution of the board.

115.13 Family and Medical Leave

A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties of this Agreement agree that all benefits guaranteed by this Act will be provided to employees covered by the Agreement. Any alleged violations of this Article may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents any employee from enforcing his/her rights under this Article.

B Effective Date: This provision became effective July 1, 1995.

C. Eligibility: An employee must be contracted to work at least six and three-fourths (6¾) hours per day or a minimum of one thousand two hundred fifty (1,250) hours per year to be eligible for benefits under this Article.

D. Leave provisions:

1. Each eligible employee is still entitled to and shall be granted up to twelve (12) weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of newly adopted or newly placed foster child, as well as a newborn child.
2. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to other leave provisions of this Agreement.
3. Eligible employees may choose paid or unpaid leave granted by other provisions of this Agreement in addition to the unpaid leave granted under this Article.
4. Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty (30) days advance notice of the birth or placement if possible, or as much notice as possible, if less than thirty days.
5. Leave under this Article may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as to not interrupt their work unnecessarily. The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

E. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.

2. The Board shall maintain the staff member's current medical insurance plan for the employee while they are on leave under this Article. Should the staff member elect not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the District for the health insurance premiums paid by the District during the leave period.
3. The taking of leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced. Sick leave will not accrue while on leave under this Article.

F. Medical Certification

1. The employee will provide medical certification from a licensed physician as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position or that their presence is required to care for a seriously ill family member. The Board reserves the right to obtain, at its expense, the opinion of a second health provider and in the event of a conflict, the opinion of a third health provider, also at Board expense, whose decision shall be binding and final. This section shall be uniformly applied.

G. Return from leave

1. If a teacher takes leave under this Article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the teacher to remain on leave for the remainder of the term, under the same condition as are required by this Article, even if all twelve (12) weeks required by law have been used.
2. The staff member shall provide the Superintendent with a statement from his physician that he is able to assume full-time responsibilities for his position.

115.14 Sick Leave Bank

Use of Donated Days

1. In the event of a catastrophic or life-threatening situation of a bargaining unit member or member of his/her immediate family, a bargaining unit member who has exhausted his/her sick leave may request, through the Association, that the Superintendent authorize voluntary transfer of unused sick leave days from other bargaining unit members to the affected bargaining unit member to be used as sick leave. Any bargaining unit member may donate up to five (5) days of unused sick leave which will then be deducted from the donating bargaining unit member's accumulated sick leave and will not be transferred back.
2. Eligibility for use of the Sick Leave Bank
 - a. Only those participating members may use the bank.
 - b. Membership is acquired by donating at least one (1) day to the sick leave bank during the enrollment period at least once every two (2) school years. First year

teachers who do not have any sick leave days to donate may become automatic members.

- c. All accumulated sick leave including all sick, personal and any advances of sick days must be exhausted. This documentation should be obtained before applying for sick bank days.
- d. A doctor's signed statement will be required with the request for catastrophic sick leave in order for it to be considered. This statement should be received within five (5) days of the need for SLB days to the MEA president. The statement should describe the nature of the illness and its expected duration.
- e. Life time maximum limit is sixty (60) working days. Any requests over sixty (60) working days will considered by the superintendent on an individual case basis.

3. Procedures

- a. The request to the Sick Leave Bank will be given to the President of the Mechanicsburg Education Association stating the bargaining members' name, the requesting days, the reason for the request, and, if necessary, any additional information if needed.
- b. The request will be reviewed by the Superintendent and the Sick Leave Bank Committee and thereafter a decision will be reached by majority vote of that Committee. The Sick Leave Bank Committee shall be comprised of two (2) Administrators, two (2) MEA members appointed by the MEA President and one (1) Board of Education member. Any bargaining unit member may donate up to five (5) days of unused sick leave which will Notification of the granting or rejecting of the request and, if appropriate, the number of days granted, will be delivered to the applicant as soon as possible.
- c. Catastrophic sick leave days will be paid at 100% of the requesting bargaining unit member's daily rate of pay.
- d. The receiving bargaining unit member will not earn sick leave or personal leave while using donated leave days.
- e. The receiving bargaining unit member cannot use donated days to extend the date on which his/her disability retirement takes effect, if applicable.
- f. Additional days may be requested in the same manner.
- g. All donated days not used will be returned to the SLB at the end of the school year.

4. The Mechanicsburg Education Association holds the Board harmless against any and all claims relating to the Sick Leave Bank. Any alleged violation of this provision may not be grieved.

ARTICLE 116 - PERSONAL LEAVE

- 116.01 There shall be a total of four (4) personal leave days available for use each year. Except in emergency circumstances, a request for personal leave should be made to the building principal at least five (5) calendar days prior to the time of leave. The Principal and Superintendent must approve the leave. Such leave will not be deducted from sick leave. Such leave may be taken in units of one-half ($\frac{1}{2}$) day cumulative to four (4) days.
- 116.02 The Superintendent may grant additional emergency days at his discretion if the situation, in his opinion, warrants such action.
- 116.03 In the event too many staff members request personal leave for the number of substitutes available, staff members involved shall be consulted to determine which staff members have the most serious personal problem and determination made as to who will be able to have personal leave on that day and who must reschedule their personal leave.
- 116.04 In order to meet commitments to students, staff members may wish to request only a part of day. In such event other staff members will make every effort to cover such absence on equitable basis upon the approval of the principal. In emergency situations, when the Superintendent is unavailable the building principal may grant up to one half ($\frac{1}{2}$) day of personal leave without the loss of pay.
- 116.05 Personal Leave that has not been utilized by a school employee shall be converted as follows:
- a. Conversion to sick leave any unused personal leave days to the upcoming school year; or
 - b. Unused personal leave days would “rollover” to the upcoming next school year. Unused personal leave days shall be cumulative up to five (5) days. No more than four (4) consecutive days can be used at any one time; or
 - c. Each staff member during the course of a full school year shall receive ninety-five dollars (\$95.00) per day for personal leave not used in addition to their regular contract salary, payable by June 30th.

The school employee must notify the treasurer’s office in writing by June 10 of their desire to exercise the above option. If no request is received, unused personal leave days will be paid out as outlined under “c” above.

ARTICLE 117 - UNPAID LEAVES OF ABSENCES

- 117.01 A leave of absence is interpreted to mean a period of absence from duty for which written request has been made and formal approval granted by the Board.
- 117.02 An extended leave of absence is interpreted to mean an absence of at least one full school year for which a written request has been made, recommended by the Superintendent, and formal approval granted by the Board.
- 117.03 An employee of the board may be granted an unpaid leave of absence for the following reasons in addition to other Articles:

- A. Personal illness or disability after other leave is exhausted.
- B. Enlistment or call to duty in the armed forces of the United States.
- C. Educational studies or professional purposes.
- D. To serve in a state or national office except as specified in Section 103.07.
- E. Other leaves of absences requested in writing to the Superintendent, recommended by the Superintendent, and approved by the Board.

117.04 Leaves of absence for any purpose shall not extend for a period of time longer than one school year. A leave of absence requested after the school year has begun shall be for no longer than the remainder of the current school year. At the end of the first leave of absence, one additional leave of absence may be requested, except that no leave of absence shall extend beyond the limit of an individual's contract term.

- A. In accordance with the provisions of the ORC Section 3319.13, the Board shall grant a leave of absence for a period not exceeding two (2) successive school years where illness or disability is the reason for the request.

117.05 Other leaves in which payment or partial payment is granted:

- A. Teachers shall be granted military leave in compliance with ORC Section 3319.14 and 5923.05.
- B. Teachers shall be granted leave for jury duty with remuneration as stipulated in ORC 3313.211. When a teacher under contract is subpoenaed to serve as a witness in a court action or is called for jury service, the teacher shall be given a leave of absence with pay for the time required for such court appearance. The teacher shall surrender their per diem; excluding transportation, meals and room; for court services to the Treasurer of the Board of Education. It is the responsibility of the teacher to collect for their court service.
- C. The Superintendent, at his discretion, may authorize absences for other justifiable emergency reasons. However, payment (in full or in part) shall be at the discretion of the Board.
- D. Bargaining unit members shall be given additional personal leave for court appearances where an official court subpoena has been issued. Personal leave days granted for this purpose shall not be used to determine a unit member's eligibility for compensation under Article 115.11 of this master agreement.

117.06 Members of the staff on leave of absence shall have the option of continuing insurance coverage's as provided by COBRA at one hundred percent (100%) of the premium cost.

ARTICLE 118 - CHILD CARE LEAVE

118.01 An unpaid child care leave shall be granted to a professional staff member in keeping with the following provisions:

- A. A professional staff member who becomes knowledgeable of the birth or anticipated birth of his/her child, or who is adopting a child is eligible to take an unpaid child care leave.

- 118.02 At the option of the eligible staff member, an unpaid child care leave may begin:
 - A. During pregnancy, regardless of disability,
 - B. After any necessary use of sick leave before and/or after delivery, or
 - C. Any date within ten (10) calendar days prior to obtaining custody of an adopted child. (In case of an adoption, this last option must be selected by the staff member).

- 118.03 No later than forty-five (45) calendar days before the effective date of the leave, the staff member must submit written notice of this effective date to the Superintendent. Any request for alteration in the effective date or cancellation of the leave request may be made only once and must be with the concurrence of the Board. This request must be submitted to the Superintendent. When discussing a possible alteration or cancellation, the Board should give consideration to those uncontrollable factors, which have required the staff member to seek an alteration or cancellation.

- 118.04 At the option of the professional staff member, an unpaid child care leave may be taken:
 - A. For the remainder of the contractual year.
 - B. For an entire contractual year (if leave begins at the beginning of a contractual year).

- 118.05 If option A in Article 118.04 is selected by the staff member, said staff member may request in writing an extension of Child Care Leave for the entire following contractual year. Such request must be submitted to the Superintendent no later than June 15. The Board may approve or disapprove a request for an extension of leave and shall notify the staff member of its decision as soon as possible.

- 118.06 A professional staff member may continue all or any employee group insurance policies at the individual's expense during the Child Care Leave through COBRA option at one hundred percent (100%) of the premium cost.

- 118.07 Upon returning from leave, the professional staff member will resume the contract status which he/she held prior to such leave, and will whenever possible return to the same assignment held prior to such leave or to a mutually agreeable assignment within the school system.

ARTICLE 119 - SABBATICAL LEAVE

- 119.01 A full time member of the professional staff, upon written request to the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year.

- 119.02 Such leave shall be according to the following provisions:
 - A. A member of the professional staff shall have had three (3) years of service within the Mechanicsburg Schools.

 - B. A plan of professional improvement as a full-time student of an accredited institution shall be furnished to the Superintendent prior to Board approval. Upon return from sabbatical leave, a report shall be filed by the professional staff member as proof that said plan was followed.

- C. The part salary shall be the difference between the employee's regular salary for the next school year and the cost of a substitute for the period of time the sabbatical leave shall be in effect, but it shall not exceed three thousand dollars (\$3,000).
- D. No more than one of the professional staff shall be granted sabbatical leave at one (1) time. If more than one (1) member of the professional staff applies for such leave, those who have not previously been granted sabbatical leave with greatest seniority will be granted such leave.
- E. Additional sabbaticals shall be made available to members of the professional staff after completion of five (5) additional years teaching experience.
- F. Whenever possible, members of the professional staff returning from a sabbatical shall return to the same assignment held prior to such leave.
- G. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule, and for seniority purposes.
- H. A professional staff member not returning to duty after a sabbatical or after additional leave shall be required to pay back all remuneration received from the Board as set forth in Paragraph C. Such pay back must be made within a four (4) month period of time beginning with the first full month said staff member was to have returned to duty. Arrangements for making the pay back during this period of time shall be made between the Board's Treasurer and the affected staff member. Employee approved for compensation under sabbatical leave will sign and date an agreement regarding return of compensation as provided in this Article.

ARTICLE 120 - ASSAULT LEAVE

120.01 Assault leave (at no loss of pay) will be available to the teachers of the Mechanicsburg School District as a result of physical assault by any person during the performance of the teacher's contracted duties on or off school grounds.

- A. The employee must be unable to perform his/her contracted duties because of injury or illness caused by an assault on said employee while he/she was performing his/her contract duties with the Mechanicsburg Board of Education.
- B. A request for assault leave shall be made on the appropriate form, which shall include the following information:
 1. The nature of the disability/injury.
 2. The date, time and place of the occurrence.
 3. Identification of the individual(s) causing the assault (if known).
 4. Facts and circumstances surrounding the assault.
 5. A certificate from a licensed physician describing the disability.
 6. The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical.

- C. The assaulted employee shall be encouraged to file charges. The Board shall take the most appropriate action available to them provided in Board, building or discipline policies against any student assaulting an employee. Court appearances in connection with assault prosecution shall be charged to assault leave and not sick leave.
- D. The Superintendent shall be responsible for determining the eligibility for the assault leave. He may request that the person assaulted undergo a Board paid physical examination. Other information on the request form can be used to determine eligibility.
- E. Assault leave will be limited to a maximum of twenty (20) working days per school year and not chargeable to sick leave.
- F. After fifteen (15) days of assault leave the teacher can apply for Worker's Compensation (if eligible). If upon exhaustion of the allowed twenty (20) assault leave days, the teacher is unable to perform his/her contracted duties he/she may apply for sick leave, leave of absence, or disability retirement.
- G. If an employee is a victim of assault he/she shall report to his/her supervisor, or shall report immediately to emergency room, if the situation warrants it.
- H. Upon returning from an extended assault leave the professional staff member will resume the contract status, which he/she held prior to such leave. The teacher shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same assignment held prior to such leave or to a mutually agreeable assignment within the school system.
- I. Assault leave days are non-accumulative from one school year to the next.

ARTICLE 121 - EMPLOYEE ATTENDANCE AT PROFESSIONAL MEETINGS

121.01 Pursuant to the provisions of ORC Section 3313.20, an employee of the Mechanicsburg Exempted Village Board may receive compensation and expenses (in full or in part) for days on which he/she is excused by the Superintendent or his designated representative, for the purpose of attending professional meetings, conferences, workshops, and seminars at the local, state, and national levels which are designed 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 designee prior to travel and/or attendance at a meeting, on forms provided by the Superintendent's office.
- B. Reimbursement will be paid (in full or in part) for the necessary and reasonable expenses of:
 - 1. Use of privately owned automobile at the amount stated in Article 141.
 - 2. Common carrier fare, which is supported by receipts.
 - 3. Meals, which are supported by receipts not to exceed twenty-five dollars (\$25) per day.
 - 4. Lodging which receipts support.

5. Miscellaneous expenses such as taxi and ferry fares; bridge, highway and tunnel tolls; baggage storage, telephone calls; conference registration, meals, and other expenses necessary to the conduct of official school district business which are supported by receipts.

121.02 All claims for reimbursement for expenses must be submitted in writing for approval by the Superintendent or his designee on forms provided by the Superintendent's office.

121.03 At the time of application for attendance at a professional meeting the employee shall submit an estimate of the expenses. If the application is approved, the employee will be notified as to the maximum amounts, which will be reimbursed, and the registration fee shall be paid and forwarded by the Treasurer. Upon the Superintendent's receipt of an expense report, the employee will be reimbursed for the approved amount or the reported amount, whichever is less. Such expense report must be filed within ten (10) working days after the aforementioned meeting. A verification of attendance must be attached to the expense report. One of the following verification of attendance items must be attached to the expense form: official name tag, official conference folder, conference agenda, conference program, CEU certificate, official invoice or receipt, roster of conference attendees, or mileage log.

121.04 All members of the professional teaching staff shall have the right to belong, or not to belong, to any organization for their professional improvement; however, membership in any such organization that is required as a condition of employment such dues shall be paid by the Board of Education.

ARTICLE 122 - LENGTH OF TEACHERS' WORK DAY

122.01 The normal workday for teachers in the Mechanicsburg Exempted Village School will be seven (7) hours and fifteen (15) minutes in length and be provided with a thirty (30) minute uninterrupted, duty free lunch period.

A. The elementary teacher shall arrive in the classroom no later than 8:00 a.m., remain till 3:15 p.m. and be provided with a thirty (30) minute uninterrupted, duty free lunch period.

B. The high school teacher shall arrive in the classroom no later than 7:15 a.m., remain till 2:30 p.m. and be provided with a thirty (30) minute uninterrupted, duty free lunch period.

Any changes in the above schedules will be discussed and approved with the MEA's Executive Committee and the Superintendent.

C. On the day before Thanksgiving, Christmas, Easter, Spring break, and the last day of school; the teacher workday shall end five (5) minutes after the state minimum school day.

122.02 The above schedules may be modified by mutual agreement between the principal and teacher or teachers upon a request and approval basis.

122.03 All full time teachers and those teaching fifty percent (50%) or more of the school day shall be provided with two hundred ten (210) minutes of planning/conference time per week. Teachers teaching less than fifty percent (50%) shall have planning time prorated. Such time shall be included within the normal school day as defined above. Elementary Teachers will not be assigned any duties before 8:45 a.m.

122.04 All teachers shall attend administrative staff meetings and inservice meetings as set forth in Article 124 and Article 136.

122.05 Unless a majority of the elementary votes otherwise, staff meetings referred to in Article 124 and Article 136 may preclude planning/conference time.

ARTICLE 123 - CLASS SIZE

123.01 The Board of Education and the Association agree that minimum class sizes are beneficial to improved learning. To that end, class sizes will be kept as small as economically feasible; however, the Association has the right to grieve violations of maximum class size as stated in Articles 123.02, 123.04, and 123.06 of this Agreement.

123.02 Class sizes for grades K-4 shall, if possible, not exceed twenty-five (25) students per teacher and for grades 5-6 the class size shall, if possible, not exceed twenty-five (25) students per teacher.

123.03 When establishing class sizes the impact of mainstreamed, handicapped students shall be considered in the total enrollment. The effected teachers at K-6 and in the Junior/Senior High shall be consulted before the students are placed in the class.

123.04 Junior/senior high school academic classes, excluding laboratory courses, shall, if possible, not exceed twenty-five (25) students per class period. (Refer to 123.01)

123.05 Class size limitations for music (Choral/Instrumental) shall be based on instructor/administration cooperative determination. The administration shall have the final determination of class size.

123.06 Laboratory classes should be limited by the number of workstations in the assigned rooms. Laboratory classes include computers, typing, laboratory science courses, industrial technology, and home economics. Class size limitations in the aforementioned areas shall be based on instructor/administration cooperative determination. The Administration shall have the final determination of class size.

123.07 The ratio of students to educational service personnel, exclusive of librarians, guidance counselors, elementary physical education, music, and art teachers should not exceed the district wide statutory ratios. The Board of Education should establish class size, which is within the maximum district wide standards as established by the State.

123.08 Jr. High and High School teachers shall receive a copy of the tentative Master Schedule for the next school year before that last day of the current school year.

ARTICLE 124 - FACULTY MEETINGS

124.01 No more than one (1) general staff meetings shall be scheduled each month during the regular school year under the following conditions:

A. Faculty meetings shall be held immediately after school.

B. Each meeting shall not normally exceed sixty (60) minutes in length.

C. Each principal shall be responsible for preparation of the agendas for the administrative staff meetings.

124.02 The holding of administrative staff meetings does not preclude the holding of various meetings, which could be of a voluntary or emergency nature.

124.03 This article shall not pertain to meetings of various standing or Ad-Hoc Committees.

ARTICLE 125 - EVALUATION OF PROFESSIONAL PERFORMANCE

125.01 Whenever the MEA or Board feels that changes need to be made in the existing board approved evaluation process, a committee comprised of three (3) members appointed by the MEA President and three (3) members appointed by the Superintendent shall be formed. Said committee chaired by the Superintendent shall meet and discuss the proposed changes. This committee's recommendation will then be sent to the Association and the Board for approval. If the parties agree on the changes, the evaluation procedure shall be placed in the Negotiated Agreement and may not be changed except as provided for in the negotiations provisions contained in this Agreement. Nothing in this provision is intended to supersede ORC Section 3319.111.

125.02 The Board and the Association agree that the District's evaluation program will include the following:

- A. A uniform instrument for rating bargaining unit members.
- B. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.
- C. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to Section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50) percent of the overall evaluation is based on student growth measures and fifty (50) percent of the overall evaluation is based on a teacher's performance rating as provided for in this agreement.

125.03 Application

The teacher evaluation procedure contained in this MOU Agreement applies to the following employees of the District:

- A. Teachers working under a license and/or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
- B. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

125.04 Evaluators

- A. An evaluator must be a full-time, credentialed employee of the District or the Superintendent and Assistant Superintendent assigned to Mechanicsburg and approved by the Mechanicsburg Board of Education.
- B. The person who is responsible for assessing a teacher's performance shall be:

1. The teacher's immediate supervisor or the Superintendent and Assistant Superintendent assigned to Mechanicsburg and approved by the Mechanicsburg Board of Education. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.
 2. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.
- C. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, MEA membership or MEA activism.

125.05 Evaluation Instrument

The Evaluation Instrument shall be the process and forms used by the teacher's evaluator. The forms are attached.

125.06 Orientation and Training

A. Evaluators

1. All evaluators must successfully complete the state-mandated credentialing training on the evaluation model.

B. Teachers

1. No later than September 15, and not later than thirty (30) days after initial employment with the District, all teachers shall be given written instructions and trained on the purpose, and mechanics of the evaluation procedure so as to familiarize each teacher on how the evaluation instrument is designed and how the evaluation instrument will be utilized starting with the 2013-2014 school year, and new teachers to the district thereafter.

125.07 Schedule for Evaluation

A. No teacher shall be evaluated more than once annually.

- B. A minimum of two (2) and a maximum of three (3) announced formal observations shall be conducted to support each performance assessment. The teacher shall be notified at least three (3) work days prior to being formally observed for the first observation. Any subsequent observations shall not occur until a post conference of the preceding observation has taken place. A formal observation shall last a minimum of thirty (30) minutes. Should two observation ratings of ineffective occur, the third formal observation shall be used to inform the teacher if observed instructional practices are aligned with expectations that are identified in the teacher's professional growth or improvement plan aligned to the expectations outlined in the Ohio Standards for the Teaching Profession.

- C. All formal observations shall be preceded by a conference between the evaluator and the teacher three days prior to the observation in order for the teacher to explain plans and

objectives for the class which will be observed. Thereafter, pre-conferences will be scheduled as part of the post conference process.

- D. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May.
- E. If the Board has entered into a limited contract or extended limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ the teacher pursuant to division (B), (C)(3), (D), or (E) of that section.
- F. In implementing such evaluation system and procedures, the District shall conduct all evaluations so as to observe the legal and constitutional rights of the teachers, and no evaluation information shall be collected by the evaluator, using electronic devices. Individual teachers may elect to provide as evidence video or audio recordings.

125.08 Walkthroughs

- A. A walkthrough is a formative written assessment piece that shall be at least five (5) consecutive minute(s) but no more than fifteen (15) consecutive minutes in duration.
- B. A formal copy of the walkthrough form shall be provided to each teacher along with scripted or anecdotal documents relative to the walkthrough. A formal debriefing may occur after the walkthrough. If a deficiency is noted, a formal debriefing shall occur prior to additional walkthroughs or observations
- C. A minimum of two (2) and no more than four (4) walkthroughs shall be included in each evaluation cycle.

125.09 Finalization of Evaluation

A. Written Report

- 1. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. Completion of Evaluation Process

1. The summative evaluation of a teacher shall be equally based upon student growth measures and individual teacher performance that is assessed during the walkthroughs and observations. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification of the teacher that the evaluation will be placed on file, but the teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.
2. The Board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every two school years unless at the end of a contract cycle. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.
3. In the event that a teacher has not been evaluated for the current school year, they will be rated as skilled for that year's evaluation cycle.
4. In the event of unforeseen circumstances the timelines present in this article may be modified by mutual agreement with the MEA President and the Board of Education or its representative.

C. Response to Evaluation

1. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be retained by the teacher.

125.10 Improvement Plans

- A. Improvement Plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be unsatisfactory by the evaluator.
- B. Observations resulting in identification of performance deficiencies shall be followed within two (2) work days by a conference between the evaluator and the employee. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.
- C. Not later than May 10 of the school year, the evaluator of record will complete a final evaluation report, meet with and provide a copy to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a growth plan.

125.11 Retesting Teachers

This section is required for the Board to be in compliance with the Section 3319.58 ORC. If Section 3319.58 ORC is amended or repealed to the benefit of members, or, if immediate changes are mandated by law, the parties agree to enter into negotiations as outlined in Sections 3.0501 or 3.0502 of this Agreement with the intent of negotiating a replacement provision, or deleting this section, as appropriate.

- A. Each year, beginning with the 2015-2016 school year, the Board shall require each classroom teacher who is currently teaching in a core subject area as defined in 3319.074 ORC and has received a rating of “Ineffective” on the evaluations conducted under this agreement for two of the three most recent school years to register for and take all written examinations of content knowledge selected by the Ohio Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned. No teacher shall be responsible for the cost of taking an examination under this section.
- B. If a teacher who takes an examination as outlined in 10.1002 of this section passes that examination and provides proof of that passage to the Board, the Board shall require the teacher, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this Agreement. The receipt by the teacher of a rating of “Ineffective” on the teacher’s next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.16 of the Revised Code. The Board has the authority, but is not required, to terminate or non-renew the teacher in this situation or any member otherwise, and the Association retains its right to contest such actions in accordance with other applicable provisions of this Agreement.
- C. If a teacher who takes an examination under this section passes that examination and provides proof of that passage to the Board, the teacher shall not be required to take the examination again for three years, regardless of the teacher’s evaluation ratings or the performance index score ranking of the building in which the teacher teaches. No teacher shall be responsible for the cost of taking an examination under this section.
- D. The Board may use the results of a teacher’s examinations required in 10.1001 in developing and revising professional development plans and in deciding whether or not to continue employing the teacher in accordance with the provisions of 3319 of the Ohio Revised Code except as specifically modified by the provisions of this Agreement to the extent permitted by law. However, no decision to terminate or not to renew a teacher’s employment contract shall be made solely on the basis of the results of a teacher’s examination under this section until and unless the teacher has not attained a passing score on the same required examination for at least three consecutive administrations of that examination.

125.12 Due Process

All sections of this article shall be subject to the contractual grievance procedure in Article 131. The date of the delivery of the evaluation report shall initiate grievance timelines.

125.13 Personnel Action Requirements

- A. Until three (3) evaluations cycles have been completed, all teachers except those employees defined as Ineffective will be treated as comparable.
- B. Performance evaluations shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher. Rather, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in the collective bargaining agreement.
- C. If two or more teachers show data relevant to ORC 3313.608, Sec. H, subsections C and D, and the Board desires to initiate a change in teacher assignments due to this data, the Board shall follow the Involuntary Transfer language present in this Agreement found in Article 108 (3rd grade reading guarantee.)

ARTICLE 126 - NON-INSTRUCTIONAL CLERICAL DUTIES

- 126.01 Clerical responsibilities of a non-instructional nature may be required by the administration for legitimate business purposes but will be held to a minimum.
- 126.02 Except in the case of an emergency that could not be anticipated in advance, professional staff members will be given a reasonable amount of time, not less than five (5) workdays, to furnish reports, which the professional staff members are required to submit.

ARTICLE 127 - RESPONSIBILITY FOR STUDENT ACTIVITIES

- 127.01 The Board and the Administration shall not place undue pressure upon staff members to volunteer their time.

ARTICLE 128 - ATTENDANCE AT EXTRA-CURRICULAR ACTIVITIES

- 128.01 Teachers not directly involved in the extra-curricular activity shall not be expected or required to attend said activities occurring beyond a regular school day.
- 128.02 Attendance at all major school functions shall be encouraged.
- 128.03 Unit members attending extra curricular activities are expected to present themselves in a professional manner, which will benefit the total school program. If unit members are attending as spectators, they are not expected to supervise student behavior.

ARTICLE 129 - SCHOOL CALENDAR

- 129.01 The teaching contract year shall consist of no more than one hundred eighty-four (184) days consisting of not less than one hundred seventy-eight (178) student days, inservice day, parent-teacher conference days, and work days as listed below:
 - A. One (1) day before school opens. The length of the teacher's workday shall be from 8:00 a.m. to 1:30 p.m. without lunch and any meetings shall not exceed a total of sixty (60) minutes.
 - B. One (1) day at the end of the semester. The length of the teacher's workday shall be from 8:00 a.m. to 1:30 p.m. without lunch and there shall be no scheduled meeting during the day.

- C. One (1) day for clerical work at the end of the school year. The length of the teacher's workday shall be from 8:00 a.m. to 1:30 p.m. without lunch and any meetings shall not exceed a total of sixty (60) minutes.
- 129.02 To permit teachers to attend COTA Day activities, no school will be scheduled on that day. COTA will be an unpaid day.
- 129.03 The school calendar shall be developed by a committee composed of three (3) teachers appointed by the MEA President and two (2) persons appointed by the Superintendent.
- A. The committee shall be chaired by the Superintendent.
 - B. This committee shall convene on or about February 1.
 - C. This committee shall submit at least two (2) proposals to all teachers at least seven (7) days prior to the Board members' March meeting. Thereafter, the teachers shall vote and the calendar selected will be sent to the Board for consideration at its March meeting.
- 129.04 In the event the district is required to make-up any school days, the Board will, after consultation with the MEA President, determine how and when the days will be made up, with no additional compensation provided. Make-up days shall not be scheduled on days scheduled as spring break.

ARTICLE 130 - REDUCTION IN FORCE

130.01 Definition of RIF

A Reduction in Force (RIF) shall have occurred when the employer reduces or eliminates a bargaining unit position.

130.02 RIF Planning

- A. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used: Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
- B. The Board of Education shall act on all continuing contracts prior to implementation of this procedure by April 30th.
- C. RIF may only occur at the end of a school year and contract suspensions must be effective before the first work day of the next school year. For this section, school year is defined as days teachers are scheduled to be at work.

130.03 Notification of Anticipation RIF

- A. Prior to April 30th the employer shall notify the MEA President of any RIF to be implemented for the next school year. This shall be the only time RIF shall be implemented. The notification shall include the reason(s) for the RIF; the anticipated position(s) to be reduced or eliminated; the anticipated name(s) of the employees to be affected, the anticipated date of employer action to implement the RIF and the effective date of the RIF. The employer shall notify the employee to be laid off due to a RIF 30 days advance written notification prior to the implementation of the RIF. The notice shall state the reason for the RIF and the effective date of the suspension.
- B. Within ten (10) days of receipt of the written notification, representatives of the employer and the MEA shall meet to review and discuss the proposed RIF.

130.04 Implementation Procedure

- A. Implementation Date is the date when the Board of Education votes to have a reduction in force (RIF). If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure. Suspension of contracts shall be recommended by licensure/certification area and order shall be based on the following order:
 - 1. First, position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled. When notification of position opening(s) as a result of voluntary resignation, retirement, or death is received by the District after May 1 but before the first teacher work day of the next school year, those positions do not have to be filled or RIFed.
 - 2. Second, limited contract teachers shall be reduced first utilizing the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation

- c. When evaluations are comparable, seniority in the District shall prevail.
 - d. For the purpose of determining “comparable final evaluation rating,” anyone with an evaluation rating of Accomplished, Skilled or Developing will be considered comparable.
 - e. A teacher must be evaluated for two (2) school years, before s/he can obtain a “comparable final evaluation rating” that would allow her/him any rights over a more senior bargaining member during a RIF situation.
3. Third, continuing contract teachers shall be reduced by utilizing the following order:
- a. Licensure/Certification
 - b. Competency as determined by formal evaluation
 - c. When evaluations are comparable, seniority in the District shall prevail.
 - d. For the purpose of determining “comparable final evaluation rating”, anyone with an evaluation rating of Accomplished, Skilled or Developing will be considered comparable.
4. Layoff shall occur by suspension of contract.
5. An employee to be laid off due to RIF shall be given thirty (30) days advance written notification prior to the implementation of the RIF. The MEA shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer’s action to implement the RIF.
6. Using the criteria in this provision, the District will establish the order in which members’ contracts are suspended and will recall members in reverse order.
7. Reasons for all RIFs shall not be arbitrary, capricious, or discriminatory.
8. In the event that a teacher being considered for a reduction in force has not been evaluated in the current school year they will be rated Skilled for the teacher performance component.

130.05 Bumping Rights

- A. A bargaining unit member(s) whose position(s) are RIFed shall have the right to bump the least senior person with a comparable evaluation in an area for which they hold a certificate/license. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee’s areas of certification/licensure with a comparable evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.

- B. Written notice of intent to exercise bumping rights must be given to the Superintendent or designee in writing, within five (5) days of receipt of the written notice of intent to RIF notification. A copy should be sent to the MEA President. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent or designee will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the MEA President. All written notifications will be sent the same day using electronic mail and certified mail.

130.06 Layoff Rights

An employee on RIFed or layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the employee's expense in accordance with COBRA.
2. Time spent on layoff shall not contribute to the accrual of seniority, but shall not constitute a break in seniority.
3. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.
4. The right to be notified by e-mail and postal mail of all postings for bargaining unit positions. The bargaining unit member is responsible for notifying the administrative office in writing any changes to e-mail and postal mailing address(es).
5. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.
6. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the employer prior to recall.
7. The right to priority status on the substitute list upon request.

130.07 Recall Rights

- A. Laid off employees shall be recalled in reverse order of layoff, in keeping with contract status and certification/licensure. The MEA shall be sent a copy of said notification at the same time. The notice shall state the area of licensure/certification needed for the recalled assignment, the assignment, the effective date of contract resumption, and whether the assignment constitutes a full workday or a fraction thereof, which, if so, shall be specified.
- B. Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours than the position he/she held prior to the reduction in force.
- C. The employee shall be notified in writing by certified mail of an offer of recall and given ten (10) days to accept such offer and shall be granted a minimum of five (5) days from date of acceptance to report to work. It is the employee's responsibility to notify the Administration of any change of address.

- D. This procedure shall continue until all employees on layoff status have been recalled to an equivalent (full-time to full-time and part-time to part-time) position within the staff member's current certification/licensure, or have retired under the State Teachers Retirement System (STRS), or have voluntarily resigned. Position is the duties the employee would be doing (i.e., teacher, guidance counselor, etc.). Assignment is the specific job the employee would be doing (i.e., 2nd grade teacher, high school chemistry teacher, etc.). The District Treasurer maintains the recall list.
- E. Any bargaining unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.
- F. Recall eligibility shall expire thirty-six months after the date on which the board took action to place the teacher on layoff.

130.08 Limitations

- A. No new hire shall be employed in a bargaining unit position until all laid off employees who are certified/licensed in the area(s) of the open position(s) have been offered such position(s).
- B. No transfer or reassignment shall be made during a period of RIF that prevents the recall of an employee on layoff status. No vacancy shall be posted until all eligible employees have been recalled.
- C. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
- D. Work previously performed by laid off employees shall not be subcontracted.
- E. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee.

130.09 Termination of RIF

The RIF shall be terminated when no employee remains on layoff status or all requirements above have been satisfied.

130.10 Define Seniority

Seniority is the length of continuing service in the bargaining unit from the most recent date of entrance in the bargaining unit.

ARTICLE 131 - GRIEVANCE PROCEDURE/BINDING ARBITRATION

131.01 Grievance Defined - A "grievance" is defined as any question or controversy between any professional staff member or the Association with the Board and/or administration concerning the interpretation, application of, compliance with, or non-compliance with the provisions of this Agreement.

131.02 Informal Procedures - If grievant believes there is a basis for a grievance, the grievant shall first discuss the matter with his/her principal, where applicable, in an effort to resolve the problem informally. The grievant may be accompanied by an Association representative or any other member of the bargaining unit of his/her choosing.

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

Grievances shall be submitted on the standard grievance forms available from the MEA President and shall be incorporated into this Agreement (see pages 77-78).

- 131.03 Formal Procedures - Step I - In the event the teacher does not desire to utilize the Informal Procedures or in the event the teacher is not satisfied with the disposition of the grievance at the Informal Procedure level, or if no decision has been rendered by the principal within ten (10) days after the discussion of the grievance referred to in the Informal Procedures, the teacher may file the grievance in writing with the principal using the prescribed form. The written grievance must be submitted to the principal or immediate supervisor within twenty-five (25) days of the occurrence of the grievance. Within ten (10) days of the filing of the grievance with the principal or immediate supervisor, the principal or immediate supervisor will meet with the grievant in an effort to resolve it. Meetings and hearings held under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons entitled to be present to attend. The grievant may be accompanied at this meeting by another member of the bargaining unit of his/her choosing. A written answer shall be given to the grievant within ten (10) days after such meeting.
- 131.04 Step II - If within ten (10) days the grievant is not satisfied with the disposition of the grievance in Step I, or if no disposition had been made within five (5) days, the grievant and the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within ten (10) days of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and the Association representative. Within ten (10) days of this meeting, the Superintendent shall indicate in writing the disposition of the grievance by completing his/her portion of Step II and forwarding it to the teacher. The Association and the principal shall be notified in writing of said disposition.
- 131.05 Step III - If the grievant and the Association are not satisfied with the disposition of the grievance by the Superintendent, or if the disposition has not been received within the time period above in Step II, the Association may refer such dispute to the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof shall review the grievance, hold a hearing with the grievant, if requested in executive session and render a decision in writing within twenty (20) days.
- 131.06 Step IV - If the grievant and the Association are not satisfied with the disposition of the grievance by the Board, or if the disposition has not been received within the time period in Step III, the Association may refer such dispute or difference to arbitration by completion of the Grievance Report Form, and filing same with the Superintendent within ten (10) days of the receipt of the disposition of the Board or the end of the time period in Step III. Binding arbitration shall be employed. No grievance may proceed to arbitration unless the Executive Committee approves the arbitration and confirms such fact to the Board in writing. The parties shall be allowed ten (10) days from the filing of the request for arbitration to mutually select an arbitrator. If an arbitrator is not selected by mutual agreement within the allowed time, the parties shall utilize the procedures of the FMCS (Federal Mediation and Conciliation Service) to select an arbitrator.
- 131.07 The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement, nor shall he/she make any decision contrary to law.

- 131.08 Neither party shall be compelled to arbitrate any issue, which it believes in good faith to be non-arbitrable under the terms of the Agreement. The parties may agree that any dispute relating to the arbitrability will be resolved by the arbitrator.
- 131.09 The recommendations and/or award made by the arbitrator shall be submitted in writing and sent to the Board, the Association, and the grievant not later than thirty (30) calendar days after the close of the hearing.
- 131.10 Each party shall be responsible for its own share of any administrative fees charged by the FMCS and for the costs and expenses of its own consultants, attorneys, and witnesses. The parties shall share equally in the fees and expenses charged by the arbitrator.
- 131.11 The Board, at the next regularly scheduled meeting following receipt of the arbitrator's recommendation, shall meet with the grievant, an Association representative, and the Superintendent to review the recommendation in executive session or give other consideration as it shall deem appropriate. The Board and the MEA President shall implement a plan to carry out the arbitrator's award during this meeting.
- 131.12 The term "grievant" or aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, the bargaining unit itself acting on behalf of itself or for any member or group of members at the option of the grievant.
- 131.13 "Days" as used in the procedure shall be school work week days, Monday through Friday, excluding holidays, spring break, winter break and calamity days.
- 131.14 "Representative or representation" as provided for in this section shall be: any member of the bargaining agent chosen by the aggrieved, legal counsel of the aggrieved or any other person of the aggrieved's choosing.
- 131.15 A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure by the bargaining agent, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teacher's organization other than the recognized bargaining agent.
- 131.16 A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination or reprisal.
- 131.17 Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this school district.
- 131.18 If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the bargaining agent, it may be submitted at Step II described herein.
- 131.19 If, in the judgment of the MEA Executive Committee, a grievance affects a group or class of teachers, the Executive Committee may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Step II. The Executive Committee may process such a grievance through all steps of the Grievance Procedure even though there is no individual aggrieved person who wishes to do so.

- 131.20 Any grievance not settled at an informal level shall be reduced to writing and shall state which relief is sought.
- 131.21 Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal step.
- 131.22 The fact that a grievant files a grievance shall not be recorded in the grievant's personal file or any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this Grievance Procedure.
- 131.23 Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties. In the event a grievance is filed just prior to, or at the end of the school year, the time limits set forth herein may be reduced so that the Grievance Procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. If the grievance is not initiated within twenty-five (25) days after the aggrieved party is affected by the event or condition upon which it is based, the grievance shall be waived. Failure at any step of this procedure by the administration to communicate the disposition of the grievance within the time limits provided shall advance the grievance to the next step of the Grievance Procedure. The grievant or the Association must file after each step within five (5) days after the receipt of a decision from the previous step or the grievance will be considered waived.
- 131.24 The actual filing of a formal grievance shall be at the date and time when the employee or Association presents the written grievance form to the appropriate principal, Superintendent, or the Superintendent's secretary.

ARTICLE 132 - PROGRESSIVE DISCIPLINE

- 132.01 The administration may take progressive disciplinary action against any professional employee (101.03 A) for good and just cause resulting from violations of, or failure to comply with any provisions of this contract, reasonable rules and regulations adopted by the Board and implemented by the Administration, and for conviction of a felony or major misdemeanor. It shall be the Administrator's decision at which step to begin, depending upon the nature and the conduct bringing about the reprimand. Association representation shall be allowed at any step. Progressive discipline must begin within ten (10) school days of the alleged improper act.

Progressive Discipline includes the following steps:

STEP I

A verbal warning will be given to the teacher during a private conference with the principal. It is expected that most cases will be disposed of at this step. Such verbal warning shall not be recorded in the employee personnel files.

STEP II

Should the same or similar problem occur a second time or the severity of the violation warrant, a written warning signed and dated by the principal shall be given to the teacher with a copy forwarded to the superintendent. The written warning shall be signed and dated by the teacher; the teacher's signature does not indicate agreement with the content of the warning, but indicates the warning has been inspected by the employee. The teacher may attach a written response to the written warning, if it is to be placed in the teacher's personnel file. The teacher or administrator may request a conference to discuss the written warning.

STEP III

Should the same or similar problem occur a third time or the severity of the violation warrant, a Letter of Official reprimand signed and dated by the administrator must be placed in the teacher's file. Within five (5) school days of issuance of a letter of reprimand, a conference shall be held with the teacher, principal, association representative and the Superintendent. The discussion can center on fact-finding, conflict resolution, and/or a plan to resolve the situation. The teacher shall have the right to attach a response to the reprimand.

STEP IV

Should the severity of the violation warrant the Superintendent for good and just cause may suspend a member with pay for a period not to exceed three (3) school days after a meeting with the teacher, principal, superintendent and employee's representative(s).

STEP V

Upon the initiative of the Superintendent for good and just cause, a teacher can be brought directly before the Superintendent for appropriate disciplinary action. The Superintendent may suspend an employee without pay for a period not to exceed three (3) school days.

STEP VI

Nothing herein shall preclude the Board of Education from instituting contract termination proceedings pursuant to ORC Sections 3319.16 and 3319.161 at any time when in the sole and exclusive discretion of said Board, it is determined such action is warranted.

- A. If a member feels he/she has been unjustly reprimanded, he/she may file a grievance. Should the member be supported in his/her positions, all records of such reprimand shall be removed from all personnel and anecdotal records and the teacher will be restored to their previous position, retain, seniority rights, and recover forfeited pay.
- B. Disciplinary action is subject to the grievance procedure as set forth in this contract. No teacher shall be reprimanded or disciplined without just cause. A suspension shall be held in abeyance until the grievance, if any has been resolved. To expedite the grievance, the grievance shall be initiated a third step (131.05) of the grievance procedure.
- C. If the infractions set forth in the introductory paragraph 132.01 are of a serious nature, the teacher may be suspended immediately by the Superintendent without adhering to the provisions of Steps I-III, however, paragraphs A and B shall apply.

132.02 Except confidential personnel recommendations, no material shall be placed in his/her personnel file unless the teacher has been given a copy, has been notified that it is to be placed in his/her personnel file and has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written response to such material, and his/her written response will be attached to the copy.

ARTICLE 133 - REIMBURSEMENT FOR COLLEGE COURSE WORK

133.01 The Board will provide twenty thousand dollars (\$20,000) for teacher education professional growth. These funds will be replenished at the beginning of each school year. If all the funds are not used in a year then the funds will carry over into the next year.

133.02 Any teacher, who has taught in the Mechanicsburg School System for at least one (1) year and returns to work in the district the year following their course work, is eligible for college tuition reimbursement. The Board will reimburse eighty percent (80%) of the tuition for college work that meets the requirements of this article up to a maximum of fifteen (15) quarter hours or ten (10) semester hours per year. The teacher will be reimbursed up to three (3) CEU credits per year at the rate of fifty dollars (\$50) per one fourth ($\frac{1}{4}$) CEU credit. To qualify, the course work must be completed between September 1 and August 31.

133.03 The reimbursement amount mentioned in Article 133.02 shall be fully paid after presentation of: (1) a fee receipt and (2) evidence of attaining a grade of B (or C if no other grade is given) passing/and/or satisfactory. A copy of a completed CEU certificate or official CEU provider document shall be filed with the Superintendent's office in order to receive reimbursement. It is the teacher's responsibility to have all paperwork for reimbursement submitted not later than October 15th each year.

A. Payment will be made once a year prior to November 30th following the September 1 through August 31 eligibility year.

B. All course work must be approved by the Superintendent. Differences of opinion as to what courses qualify shall be resolved by a committee comprised of two (2) teachers, neither of whom is an applicant for reimbursement, appointed by the MEA President and chaired by the Superintendent. If a course application is disapproved, the employee will be given reasons in writing for the disapproval.

133.04 This reimbursement is only available to members of the bargaining unit. Tutors and substitute teachers are not eligible for reimbursement. If on an approved leave of absence, the employee will be reimbursed upon returning to work following the leave of absence. If a teacher has had his/her contract suspended under a reduction in force, the teacher shall be eligible for reimbursement.

133.05 For those who have a bachelor's degree but are not fully certified, payment will only be made if the hours are applicable toward full certification.

133.06 In the event that the requests for reimbursement exceed the fund total, then the total amount of requests for full credit courses will be prorated (divided evenly) into the amount available and payment made correspondingly. In any case reimbursement will not exceed the amounts set here in this Agreement.

ARTICLE 134 - CURRICULUM STUDY COMMITTEE

- 134.01 The Board recognizes that teachers and other certified staff have much to offer in relation to instructional policies. To that end teachers shall be included in the planning stages of curricular related activities. This shall include membership on curriculum study committees chaired by the Director of Teaching and Learning; the Superintendent's Curriculum Committee, and other committees that might be formed as the need arises.
- 134.02 Membership on curriculum related committees shall be first through volunteers and then through appointments. When the second method is used all efforts to equitably distribute the assignments shall be used.
- 134.03 The purpose of these curriculum related committees is to recommend to the Board additions, deletions, and/or revisions in courses of study, instructional policies, instructional practices and other areas affecting the district's educational program.
- 134.04 Whenever possible, a portion of teaching days shall be utilized by members of the committee.
- 134.05 Special education teachers shall be allowed two (2) days per school year of release time for the purpose of testing, evaluating, and writing Instructional Education Program (IEP's). The days will be used before the special education conference-meeting day.

ARTICLE 135 - CONTINUOUS IMPROVEMENT PLAN COMMITTEE

- 135.01 The Superintendent, from a list provided by the MEA President, shall appoint all teacher members of the Continuous Improvement Plan Committee.
- 135.02 Any participation by members of the bargaining unit does not constitute a waiver by the Association to pursue any legal remedies available or relieve the Board of Education of its responsibilities to bargain with the Association over changes produced by the Committee and adopted by the Board.
- 135.03 The Committee cannot abridge or violate any provision of the collective bargaining agreement between parties.

ARTICLE 136 - INSERVICE ARTICLES

- 136.01 The Board shall provide inservice training for the teachers through workshops, conferences, and programs designed to improve the quality of instruction.
- 136.02 There shall be two (2) inservice committees (K-6 and 7-12) that will select topics for inservice training and determine how many inservice activities the staff will have the option of taking. Each committee shall be comprised of the principal and three (3) teachers under their supervision. The principal shall serve as chairperson of the building level committee.
- A. Each building level inservice committee shall meet and select topics for inservice activities. Said meetings shall be announced at least one (1) week prior to the scheduled inservice activity.
- B. Building level inservice activities should take place during regular teacher meetings unless mutually agreed upon by the staff and immediate administrator.

136.03 District wide inservice programs shall be designed by the curriculum committee. District wide inservice programs will be held within the hours of either the elementary or the Jr. High/High School day except for topics that are mandated by the State Department of Education.

A. If the State Department of Education guidelines permit school districts to hold inservice meetings to fulfill requirements for continuing education units (CEU's), the Board may provide inservice programs designed to help fulfill the requirements. Attendance at said meetings shall be at the member's discretion without fear of reprisal or negative evaluation.

ARTICLE 137 - MENTORING PROGRAM

137.01 An employee mentor shall assist new teachers to the profession or those re-entering the profession to understand the workings of the school district in regard to their contractual responsibilities. This mentor shall meet monthly or as needed with the new employee. Said mentor for satisfactorily completing this assignment shall receive a supplemental salary from Index Group Four, to be paid the last pay in May. Mentor experience provided during the 1997-1998 school year shall count for placement on the Supplemental Schedule.

137.02 A list of teachers willing to serve as mentors will be supplied to the Superintendent by the MEA President by August 1st.

137.03 Employees who have received sub-standard evaluations for a period of one (1) year may be assigned the services of a mentor. Said mentor shall be named by the building principal. This mentor shall work with the employee to provide help in overcoming deficiencies noted in the employee's evaluation for a period of one (1) year. For satisfactorily completing this work, the mentor shall receive a supplemental salary from Index Group Six to be paid the last pay in May.

137.04 Every effort will be made to match the employee with an appropriate mentor. In the event the employee or the mentor feels the appointment is not compatible, either may request a change in the matching after a period of three (3) months.

137.05 Mentors shall provide regular feedback to the employee and shall not be used to evaluate the employee or to be a part of the evaluation process or to be used in place of regular evaluation procedures. Mentors cannot be used as a witness for a teacher that is involved in nonrenewal or termination procedures. All mentoring positions shall be voluntary, with no prejudice for a refusal to assume additional duties.

ARTICLE 138 - COVERING CLASSES OTHER THAN ASSIGNED

138.01 Substitute teachers shall be assigned to take the place of regular teachers who are absent.

138.02 In all cases of teacher absence of one-half (½) day or more, principals shall make a reasonable effort to secure necessary substitute teachers. Only when a qualified substitute is not available or an emergency arises during the school day will teachers be assigned by the principal to cover classes of an absent teacher.

138.03 When a professional staff member is asked by the principal to substitute for an absent teacher, that teacher shall receive compensation in the amount of eighteen dollars (\$18) for each twenty-five (25) to sixty (60) minute period assigned.

The principal shall assign teachers to cover classes of absent teachers on an equitable basis; however, the principal's judgment shall be final in deciding whether such assignments are in the best educational interest of the students in such classes.

138.04 It shall be the regular teacher's responsibility to make all possible preparation, within reason, to facilitate the work of the substitute teacher.

138.05 When a professional staff member is hired to provide Home Instruction, after school Tutoring or after school Special Education Tutoring, that teacher shall receive compensation in the amount of eighteen dollars (\$18) for each sixty (60) minute period per student taught. The number of students included in each session shall be determined by the teacher.

ARTICLE 139 - SUPPLEMENTAL PAY FOR EXTENDED WORKDAY

139.01 Any teacher who is contracted to work an extra period, beyond the normal school day, shall be awarded a supplemental contract for one eighth (1/8) of the unit member's salary, or an amount proportionate to the amount of extra duty assigned, whichever is the most appropriate.

139.02 Members of the bargaining unit who are scheduled to work during Saturday school and/or summer school shall be paid the hourly rate of twenty-five dollars (\$25).

139.03 A maximum of three (3) Sixth Grade Camp Advisors will be paid the substitute teacher daily rate per night, in addition to their regular pay.

ARTICLE 140 - SUPPLIES

140.01 As long as sufficient funds are available, the Board of Education shall provide each teacher with an adequate amount of personal desk supplies including pens, paper clips, staples, scotch tape, or any other items needed to fulfill daily teaching responsibilities, and be responsible for insuring and maintaining all Board owned technological equipment.

ARTICLE 141 - MILEAGE REIMBURSEMENT

141.01 Expenses for travel by school staff members in their personal motorized vehicles will be reimbursed at Internal Revenue Service established rate, when such travel is expected and approved by the administration.

ARTICLE 142 - SEVERANCE PAY

142.01 Severance pay will be paid to those eligible teachers who retire from active service in the State of Ohio and whose last service was with the board. Payments shall be made after notification and application from the teacher to the board that the teacher's retirement is active with the State Teacher's Retirement System. Application for severance pay shall be made within ninety (90) days after retirement.

142.02 The board shall pay any teacher with ten (10) or more years of experience with the Mechanicsburg Exempted Village Schools, provided the individual has reached age fifty (50), who elects to retire. The payment in cash for thirty-three and one-third percent (33 1/3%) to the value of accrued but unused sick leave up to a maximum of the accumulated sick leave in Article 115.03

142.03 Such payment shall be based on the teacher's daily rate of pay at the time of retirement. Such payment shall be made only once to any such teacher and payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time.

ARTICLE 143 - WORKERS' COMPENSATION AND INSURANCE BENEFITS

143.01 Workers' Compensation - All employees of the Board are protected under the State Workers' Compensation Act of Ohio in case of injury or death incurred in the course of and arising out of their employment. An employee's application for this compensation, signed by the attending physician, must be filed by the employee.

143.02 Group Insurance Plans - All employees of the Board shall have the right and shall be encouraged to organize so as to receive the maximum benefits from group insurance and hospitalization plans. Membership in such groups shall be on a voluntary basis. The Treasurer of the Board shall have the authority to make the necessary deductions from the paycheck to cover the costs of such programs upon receipt of the proper authorization form.

A. Hospital and Major Medical Insurance Program

1. Each full time certificated staff (one who works six (6) hours per day or more) of the Mechanicsburg School District shall, if he/she elects to participate, have seventy-five percent (75%) of either the single rate or the family rate of a hospitalization program paid for by the Board funds.
2. Each certificated staff member working an average of at least three (3) hours per day, but not an average of six (6) hours per day shall, if he/she elects to participate, have thirty-seven and one-half percent (37½%) of a hospitalization program paid for by Board funds.
3. No hospitalization coverage will be provided for employees who work less than an average of three (3) hours per day in the employ of the school district.
4. The Treasurer of the Board shall have the authority to make the necessary deductions from the pay check to cover the cost of hospitalization coverage specified in Items 1 and 2 above.
5. The plan and services in effect shall be equal to or better than the benefits offered through the Stark County Council of Governments Health Care Consortium.
6. The Board will offer to employees an Internal Revenue Service Section 125 Cafeteria Plan for tax sheltering of medical, out of pocket, dependent care, and other options as available and allowed by law at no charge to the employees.

B. Group Life Insurance

1. The Board shall pay the full cost of a fifty thousand dollar (\$50,000) term life insurance policy, which shall include Accidental Death and Dismemberment Insurance.

C. Insurance Committee

A joint insurance committee will be comprised of three (3) representatives from OAPSE, three (3) representatives from MEA and three (3) representatives from the Administration. The committee shall explore insurance options, examine research, and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage for the school district.

ARTICLE 144 - SUPPLEMENTAL PAY FOR BUS DRIVING

144.01 Any qualified (must meet all state requirements) teacher who is required to drive a bus because a regular bus driver is not available, will be compensated for the time spent driving, per Board adopted time/destination schedule, at the current rate of remuneration for substitute bus drivers.

ARTICLE 145 - TEACHING SALARY SCHEDULE

145.01 The base for teacher salary schedule calculation shall be \$30,400 beginning July 1, 2013.

145.02 Placement on the salary schedule shall be in accordance with the teacher's educational achievements and years of experience up to a maximum of ten (10) years. Teachers who receive additional training may advance their placement by submitting a written request and an official transcript of the additional hours. Advancement shall be effective with Board action date.

145.03 Only hours earned after the Master's Degree has been acquired, will count toward the Master's Plus columns of the Teaching Salary Schedule.

145.04 For the 2013-2014 school year, the parties agree to a zero percent (0%) increase on the base salary and a vertical step freeze.

ARTICLE 146 - SUPPLEMENTAL SALARIES

146.01 Supplemental salary schedule effective July 1, 2013 per attached schedule. However, supplemental salary increases shall be made effective only in the year a base salary increase is made. Supplemental salaries will be based on the current salary schedule base salary as listed in Article 145.

146.02 Each bargaining unit member performing a supplemental duty shall be given a written, limited, supplemental contract specifying the position, title, the compensation to be paid, and the duration of the contract.

146.03 Bargaining unit members shall be given the opportunity to apply for open supplemental positions before any non-unit member may be employed.

146.04 The employee's performance covering a supplemental duty shall not adversely affect personnel decisions regarding the employee's full time position.

146.05 The total previous supplemental duty experiences from other public schools shall be applied to any certified staff member accepting the same or similar supplemental duty in the Mechanicsburg Schools. Other experience shall be applied when written verification from the schools in which the experience was earned is received. Assistant Coaching experience will count towards placement on the Head Coach Schedule.

146.06 The Board may create any new position(s) it deems appropriate without negotiations. The salary schedule for that position shall be mutually developed with the Mechanicsburg Education Association prior to the position's adoption.

146.07 Procedure for Informing Coaches of Complaints - A non-anonymous formal complaint shall be brought to the attention of the coach by the principal responsible for the activity. If the coach is an assistant, then the head coach should be present. After fact-finding has taken place, the complaint should be resolved by the parties involved.

146.08 Supplemental Contracts will automatically non-renew on April 30th.

ARTICLE 147 - NON-RESIDENT EMPLOYEES CHILDREN TUITION

147.01 Non-resident employee's children shall be allowed to attend the Mechanicsburg School, if at the time of enrollment the guidelines established in Article 123 are not exceeded. Pursuant to ORC Section 4117.10 (A), the Board of Education will waive the yearly district tuition for the children of such non-resident unit members.

ARTICLE 148 - CHRONIC COMMUNICABLE DISEASE

148.01 No unit member will be deprived of any rights, due process, contractual privileges, inherent in state and federal law or this contract, as a result of chronic communicable disease. Enforcement of these rights may utilize any and all legal or contractual means.

148.02 The Board of Education will reimburse employees up to a maximum of six dollars (\$6) for the cost of a TB test when proof of the TB test is presented to the Treasurer's office and up to a maximum of ten dollars (\$10) for the cost of a flu injection provided by the Health Department when proof is submitted to the Treasurer's office.

ARTICLE 149 - SMOKE FREE ENVIRONMENT

149.01 A healthy and safe school environment is the goal of the Board and Mechanicsburg Education Association. In order to encourage the health of both students and staff, a smoke free environment will be enforced in student areas of the buildings.

Employees who smoke are encouraged to participate in a "stop smoking" program. The registration fees for employee to attend a "stop smoking" program will be paid by the Board of Education when requested in advance and approved by the Superintendent.

ARTICLE 150 - DRUG FREE WORKPLACE

150.01 No employee of the Mechanicsburg School District engaged in work or while in the work place shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in the federal and state law.

150.02 "Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The work place includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school sponsored or school related activity, event or function such as a field trip or athletic event where students are under jurisdiction of the school district and where work on a federal grant is performed.

150.03 An employee who violates the terms of this policy shall participate in a drug abuse assistance or rehabilitation program mutually agreed upon by the Superintendent and employee. If the employee fails to participate in such a program the employee may be disciplined.

Legal Reference: Federal Drug-Free Workplace Act of 1989 54 C.F.A. 4946 (1989)

ARTICLE 151 - INTERIM BARGAINING PROCEDURE

151.01 If, during the term of this contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional terms, condition of employment, or working condition within twenty (20) days by demand of either party.

151.02 In the event there is a change as described in Article 147.01, then the following interim dispute settlement procedure will be utilized.

A. Good faith bargaining will take place as described in Article 102.05 Subsection H.

B. Bargaining will take place for thirty (30) days, unless mutually extended.

C. If agreement cannot be reached within thirty (30) days then the Federal Mediation and Conciliation Service will be utilized and mediation will conform to their rules and guidelines. If possible, the mediation shall begin within fifteen (15) days and continue for twenty (20) days unless mutually extended.

ARTICLE 152 - SPECIAL NEEDS OF STUDENTS

152.01 Inclusion shall mean the placement of special needs students (DH, MH, SBH, ESL, or other as defined as special needs) in the classroom of non-special education teacher during the school day. (see 152.04)

152.02 All teachers involved with "included" students shall have sufficient release time during the regular student day to co-ordinate plans for the instructions of "included" students.

152.03 All teachers will be given the opportunity to be involved in the formulations of the IEP (Individual Educational Plan) for "included" students. Once the IEP is established, all IEP provisions must be met and the Board of Education shall provide all resources and support personnel required to achieve those requirements.

152.04 The regular classroom teacher who has such special needs students assigned to their classroom shall have the services of a certified special education teacher as needed in the classroom or as called for in the IEP.

All teacher assigned inclusion students may participate in training to meet the special educational needs of these students. Such training should take place during school hours, if possible. Teachers participating in such training outside the regular school day or year shall be compensated at the rate of ten dollars (\$10) per hour not to exceed fifty dollars (\$50) per day.

- 152.05 No teacher shall be required to administer any medication to any students nor shall they be required to perform medical procedures or other such procedures of a physical nature, such as, but not limited to catheterization, tube feeding or tube cleaning. Any teacher with special need students shall be instructed by the District in safe procedures to be observed in the event there is any accidental contact with body fluids.
- 152.06 In the case of a severely handicapped student, there shall be a full-time aide assigned to provide for the physical demands of the student, if defined in the IEP.
- 152.07 Any teacher who believes the present IEP does not properly address the special needs of the student or the limitations of the classroom teacher, may request a new IEP meeting.

ARTICLE 153 - POST SECONDARY OPTIONS OR OTHER SPECIALIZED PROGRAMS

- 153.01 A committee consisting of the High School Principal, the Guidance Counselor, and three (3) teachers selected by the Association President shall set up guidelines for maximizing student benefits due to the use of the post secondary option program, joint vocational school program, internship programs, or other such programs developed for the students of the District, while minimizing additional burdens placed on the teacher.
- 153.02 When a student enrolled in the post secondary enrollment option encounters a time conflict between a college course and a course offered by the Mechanicsburg Schools, the student should make a choice between the college course or the Mechanicsburg School course. If the student chooses to take both courses simultaneously, teachers will not be required to tutor the student on assignments missed from the class. Teachers will provide assignments to the student upon request of the student. It is the responsibility of the student to make up all work missed as a result of their enrollment in the post secondary enrollment option or other specialized programs.

ARTICLE 154 - PROFICIENCY TESTING

- 154.01 Teachers shall have access to all proficiency test results for their students.
- 154.02 Proficiency test results are a measurement of student learning. The current political climate requires the staff, the Administration, and the Board to take all appropriate measures possible to maintain and improve our stature and credibility with the public as regard proficiency test results. Proficiency test results shall not be part of the teacher evaluation process.
- 154.03 Teachers shall be given as much notice as possible when students are to be out of their classroom for proficiency testing, tutoring, or intervention.

ARTICLE 155 – FAIR SHARE

The Board agrees pursuant to Section 4117.09(C) of the Ohio Revised Code, to implement the payroll deduction of a “fair share fee” on the following terms:

- 155.01 All current school employees that are not currently a fee paying member will be grandfathered out of participating in fair share fee unless they volunteer to participate. All new bargaining unit members beginning with the 2010/2011 school year and all currently participating members will be fair share members of the Mechanicsburg Education Association.
- 155.02 The Board will deduct from the pay of any bargaining unit Employee who elects not to become or to remain a member of the Mechanicsburg Education Association (OEA/ NEA) an annual fee

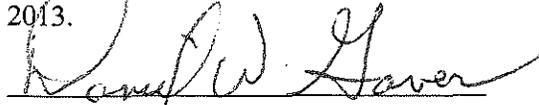
which shall be equal to one hundred percent (100%) of the unified dues of the Association. Notice of this amount shall be transmitted by the Association to the Board Treasurer no later than September 20 of each year, and the Board agrees promptly to transmit the amounts deducted to the Association in the same manner as dues deductions on behalf of Association members. The deduction of this fee is automatic and does not require the employee's written authorization.

- 155.03 Payroll deduction of the annual fee shall begin on the first payday that occurs on or after January 15 annually. In the case of an Employee hired after the beginning of the school year, the deduction shall begin on the first payday on or after the later of sixty (60) calendar days following employment or January 15. If an Employee's employment ends, or if the Employee goes on unpaid status before all deductions have been made, the amount of the unpaid balance will be deducted from the Employee's last payroll payment for that school year; prior to such last payment, the Board Treasurer will notify the Association of the Employee's change in status, and the Association will then certify the amount of the Employee's unpaid balance. Following completion of each deduction, the Board's Treasurer shall remit the amount deducted to the Association Treasurer in check form made payable to "The Mechanicsburg Education Association." A monthly list of the Employees from whom the deductions were made will be included with the check showing the amount deducted for each Employee.
- 155.04 The Board agrees to accompany each such transmittal to the Association with a list of the names of Employees for whom the fee deduction is made, the period covered, and the amount deducted for each.
- 155.05 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each Employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable State and Federal statutes and the State of Ohio and United States Constitutions.
- 155.06 Upon timely demand, an Employee who is not an Association member may apply to the Association for an advance reduction/ rebate of the fee pursuant to the Association's adopted internal procedure.
- 155.07 No Employee is required to become a member of the Association as a condition for securing or retaining employment by the Board.
- 155.08 The Board shall deduct Fair Share from the pay of all bargaining unit members who are currently enrolled in the Association, and all newly hired employees, no later than sixty (60) days following the beginning of their employment.
- 155.09 The Association will defend and hold the Board and its administrators harmless against any and all claims by Employees for damages, refunds or fees, or amounts paid, or any other claim related in any way to operation of this Section. The claim against the Board must be a direct consequence of the Board's good-faith compliance with this Section; provided, however, that there shall be no indemnification if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this Section. It is mutually understood under this provision that the Association has the right to designate counsel to represent and defend the Board.

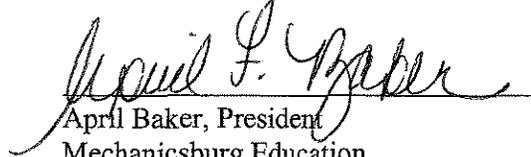
ARTICLE 156 – DURATION

156.01 This contract shall take effect upon ratification by both parties from July 1, 2013 and remain in full force and effect until June 30, 2014.

The signatures below indicate acceptance of this Negotiated Agreement by the Board of Education and the Mechanicsburg Education Association. Adopted by action of the Board of Education on August 9, 2013.



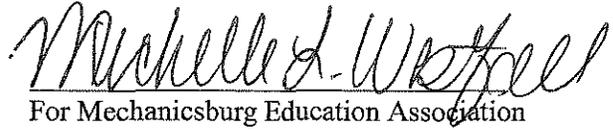
Dan Gaver, Board President
Mechanicsburg Exempted
Village Schools Board of Education



April Baker, President
Mechanicsburg Education
Association



Superintendent



For Mechanicsburg Education Association



Treasurer



For Mechanicsburg Education Association

2013-2014 Index

	BACHELORS	BA W/150 HRS	MASTERS	MA + 15 HRS	MA + 30 HRS
	<u>INDEX</u>	<u>INDEX</u>	<u>INDEX</u>	<u>INDEX</u>	<u>INDEX</u>
0	1.0760	1.1240	1.1910	1.2490	1.3160
1	1.0940	1.1420	1.2090	1.2670	1.3340
2	1.1120	1.1600	1.2270	1.2850	1.3520
3	1.1320	1.1780	1.2450	1.3020	1.3740
4	1.1520	1.2100	1.2870	1.3550	1.4320
5	1.1900	1.2530	1.3350	1.4080	1.4900
6	1.2280	1.2960	1.3830	1.4610	1.5480
7	1.2660	1.3390	1.4310	1.5140	1.6060
8	1.3040	1.3820	1.4790	1.5670	1.6640
9	1.3420	1.4250	1.5270	1.6200	1.7220
10	1.3800	1.4680	1.5750	1.6730	1.7800
11	1.4180	1.5110	1.6230	1.7260	1.8380
12	1.4560	1.5540	1.6710	1.7790	1.8960
13	1.4940	1.5970	1.7190	1.8320	1.9540
14	1.5320	1.6400	1.7670	1.8850	2.0120
15	1.5700	1.6830	1.8150	1.9380	2.0700
16	1.5800	1.6900	1.8200	1.9410	2.0800
17	1.5900	1.7000	1.8300	1.9500	2.0900
18	1.6000	1.7100	1.8400	1.9600	2.1000
19	1.6100	1.7200	1.8500	1.9700	2.1100
20	1.6200	1.7300	1.8600	1.9800	2.1200
21	1.6300	1.7400	1.8700	1.9900	2.1300
22	1.6400	1.7500	1.8800	2.0000	2.1400
23	1.6500	1.7600	1.8900	2.0100	2.1500
24	1.6600	1.7700	1.9000	2.0200	2.1600
25	1.6700	1.7800	1.9100	2.0300	2.1700
26	1.6800	1.7900	1.9200	2.0400	2.1800
27	1.6900	1.8000	1.9300	2.0500	2.1900

2013/2014 Base Salary - \$30,400

	BACHELORS		BA W/150 HRS		MASTERS		MA + 15HRS		MA + 30HRS	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.0760	\$ 32,710	1.1240	\$ 34,170	1.1910	\$ 36,206	1.2490	\$ 37,970	1.3160	\$ 40,006
1	1.0940	\$ 33,258	1.1420	\$ 34,717	1.2090	\$ 36,754	1.2670	\$ 38,517	1.3340	\$ 40,554
2	1.1120	\$ 33,805	1.1600	\$ 35,264	1.2270	\$ 37,301	1.2850	\$ 39,064	1.3520	\$ 41,101
3	1.1320	\$ 34,413	1.1780	\$ 35,811	1.2450	\$ 37,848	1.3020	\$ 39,581	1.3740	\$ 41,770
4	1.1520	\$ 35,021	1.2100	\$ 36,784	1.2870	\$ 39,125	1.3550	\$ 41,192	1.4320	\$ 43,533
5	1.1900	\$ 36,176	1.2530	\$ 38,091	1.3350	\$ 40,584	1.4080	\$ 42,803	1.4900	\$ 45,296
6	1.2280	\$ 37,331	1.2960	\$ 39,398	1.3830	\$ 42,043	1.4610	\$ 44,414	1.5480	\$ 47,059
7	1.2660	\$ 38,486	1.3390	\$ 40,706	1.4310	\$ 43,502	1.5140	\$ 46,026	1.6060	\$ 48,822
8	1.3040	\$ 39,642	1.3820	\$ 42,013	1.4790	\$ 44,962	1.5670	\$ 47,637	1.6640	\$ 50,586
9	1.3420	\$ 40,797	1.4250	\$ 43,320	1.5270	\$ 46,421	1.6200	\$ 49,248	1.7220	\$ 52,349
10	1.3800	\$ 41,952	1.4680	\$ 44,627	1.5750	\$ 47,880	1.6730	\$ 50,859	1.7800	\$ 54,112
11	1.4180	\$ 43,107	1.5110	\$ 45,934	1.6230	\$ 49,339	1.7260	\$ 52,470	1.8380	\$ 55,875
12	1.4560	\$ 44,262	1.5540	\$ 47,242	1.6710	\$ 50,798	1.7790	\$ 54,082	1.8960	\$ 57,638
13	1.4940	\$ 45,418	1.5970	\$ 48,549	1.7190	\$ 52,258	1.8320	\$ 55,693	1.9540	\$ 59,402
14	1.5320	\$ 46,573	1.6400	\$ 49,856	1.7670	\$ 53,717	1.8850	\$ 57,304	2.0120	\$ 61,165
15	1.5700	\$ 47,728	1.6830	\$ 51,163	1.8150	\$ 55,176	1.9380	\$ 58,915	2.0700	\$ 62,928
16	1.5800	\$ 48,032	1.6900	\$ 51,376	1.8200	\$ 55,328	1.9410	\$ 59,006	2.0800	\$ 63,232
17	1.5900	\$ 48,336	1.7000	\$ 51,680	1.8300	\$ 55,632	1.9500	\$ 59,280	2.0900	\$ 63,536
18	1.6000	\$ 48,640	1.7100	\$ 51,984	1.8400	\$ 55,936	1.9600	\$ 59,584	2.1000	\$ 63,840
19	1.6100	\$ 48,944	1.7200	\$ 52,288	1.8500	\$ 56,240	1.9700	\$ 59,888	2.1100	\$ 64,144
20	1.6200	\$ 49,248	1.7300	\$ 52,592	1.8600	\$ 56,544	1.9800	\$ 60,192	2.1200	\$ 64,448
21	1.6300	\$ 49,552	1.7400	\$ 52,896	1.8700	\$ 56,848	1.9900	\$ 60,496	2.1300	\$ 64,752
22	1.6400	\$ 49,856	1.7500	\$ 53,200	1.8800	\$ 57,152	2.0000	\$ 60,800	2.1400	\$ 65,056
23	1.6500	\$ 50,160	1.7600	\$ 53,504	1.8900	\$ 57,456	2.0100	\$ 61,104	2.1500	\$ 65,360
24	1.6600	\$ 50,464	1.7700	\$ 53,808	1.9000	\$ 57,760	2.0200	\$ 61,408	2.1600	\$ 65,664
25	1.3700	\$ 41,648	1.7800	\$ 54,112	1.9100	\$ 58,064	2.0300	\$ 61,712	2.1700	\$ 65,968
26	1.6800	\$ 51,072	1.7900	\$ 54,416	1.9200	\$ 58,368	2.0400	\$ 62,016	2.1800	\$ 66,272
27	1.6900	\$ 51,376	1.8000	\$ 54,720	1.9300	\$ 58,672	2.0500	\$ 62,320	2.1900	\$ 66,576

2013/2014 Supplemental Salary (Base Salary - \$30,400)

GROUP 1

ATHLETIC DIRECTOR (includes
two (2) periods per day)

GROUP 2

BASKETBALL VARSITY COACH

FOOTBALL VARSITY COACH

MARCHING BAND DIRECTOR

ATHLETIC DIRECTOR ASST

SUBSTITUTE CALLER

GROUP 3

BASEBALL/SOFTBALL VARSITY
COACH

TRACK VARSITY COACH

VOLLEYBALL VARSITY COACH

WRESTLING VARSITY COACH

<u>YRS</u>	<u>INDEX</u>	<u>SALARY</u>	<u>YRS</u>	<u>INDEX</u>	<u>SALARY</u>	<u>YRS</u>	<u>INDEX</u>	<u>SALARY</u>
0	0.1500	\$4,560	0	0.1100	\$3,344	0	0.0800	\$2,432
1	0.1550	\$4,712	1	0.1150	\$3,496	1	0.0850	\$2,584
2	0.1600	\$4,864	2	0.1200	\$3,648	2	0.0900	\$2,736
3	0.1650	\$5,016	3	0.1250	\$3,800	3	0.0950	\$2,888
4	0.1700	\$5,168	4	0.1300	\$3,952	4	0.1000	\$3,040
5	0.1750	\$5,320	5	0.1350	\$4,104	5	0.1050	\$3,192
6	0.1800	\$5,472	6	0.1400	\$4,256	6	0.1100	\$3,344
7	0.1850	\$5,624	7	0.1450	\$4,408	7	0.1150	\$3,496
8	0.1900	\$5,776	8	0.1500	\$4,560	8	0.1200	\$3,648

GROUP 4

ADVISOR SR HI STUDENT COUNCIL
 ADVISOR STUDENT COMMUNITY SERVICE
 ADVISOR YEARBOOK
 BASEBALL/SOFTBALL ASST OR JV COACH
 BASKETBALL COACH-RESERVE OR FRESHMAN
 BASKETBALL COACH-VARSITY ASST
 BOWLING COACH
 FOOTBALL COACH-VAR ASST OR RESERVE
 GOLF HEAD COACH- GIRLS OR BOYS
 MUSICAL DIRECTOR
 TRACK JR HI COACH BOYS & GIRLS
 VOLLEYBALL ASST COACH
 WRESTLING COACH VARSITY ASST
 TEACHER MENTOR
 CROSS COUNTRY COACH

GROUP 5

ACTIVITIES DIRECTOR-FALL SPORTS
 ACTIVITIES DIRECTOR-WINTER SPORTS
 ADVISOR JUNIOR CLASS
 ADVISOR QUIZ TEAM
 ADVISOR SADD
 ADVISOR SENIOR CLASS
 ADVISOR WASHINGTON DC TRIP
 BASKETBALL COACH - 7TH GRADE
 BASKETBALL COACH-8TH GRADE
 CHEERLEADER ADVISOR VARSITY BASKETBALL
 CHEERLEADER ADVISOR-VARSITY FOOTBALL
 FOOTBALL COACH-7TH GRADE
 FOOTBALL COACH 8TH GRADE
 VOLLEYBALL COACH-7TH GRADE
 VOLLEYBALL COACH-8TH GRADE
 TRACK JR HI ASST COACH BOYS & GIRLS
 TRACK COACH VARSITY ASST
 WRESTLING COACH JR HI
 MUSICAL CHOREOGRAPHER
 GOLF ASST COACH

GROUP 6

ADVISOR H.S. ART CLUB
 ADVISOR H.S. ART EXHIBITS & COMPETITION
 ADVISOR CHOIR
 ADVISOR DRUG FREE GRANT
 ADVISOR FLAG CORP
 ADVISOR FRESHMAN CLASS
 ADVISOR JR HI STUDENT COUNCIL
 ADVISOR MAJORETTE OR FLAG CORP
 ADVISOR NEWSPAPER
 ADVISOR NHS-NATIONAL HONOR SOCIETY
 ADVISOR SOPHOMORE CLASS
 LPDC OFFICERS
 CHEERLEADER ADVISOR RESERVE BBL
 CHEERLEADER ADVISOR RESERVE FOOTBALL
 MARCHING BAND ASST DIRECTOR
 MUSIC UNIFORM MANAGER
 MUSICAL ASST DIRECTOR
 ELEM MUSICAL PROGRAM DIRECTOR
 PLAY DIRECTOR
 WEIGHT TRAINER- SUMMER, FALL, WINTER, SPRING
 WRESTLING COACH, JH ASST
 BASKETBALL JH ASST COACH

<u>YRS</u>	<u>INDEX</u>	<u>SALARY</u>
0	0.0600	\$1,824
1	0.0650	\$1,976
2	0.0700	\$2,128
3	0.0750	\$2,280
4	0.0800	\$2,432
5	0.0850	\$2,584
6	0.0900	\$2,736
7	0.0950	\$2,888
8	0.1000	\$3,040

<u>YRS</u>	<u>INDEX</u>	<u>SALARY</u>
0	0.0400	\$1,216
1	0.0450	\$1,368
2	0.0500	\$1,520
3	0.0550	\$1,672
4	0.0600	\$1,824
5	0.0650	\$1,976
6	0.0700	\$2,128
7	0.0750	\$2,280
8	0.0800	\$2,432

<u>YRS</u>	<u>INDEX</u>	<u>SALARY</u>
0	0.0200	\$608
1	0.0238	\$722
2	0.0275	\$836
3	0.0313	\$950
4	0.0350	\$1,064
5	0.0388	\$1,178
6	0.0425	\$1,292
7	0.0463	\$1,406
8	0.0500	\$1,520

GROUP 7

ADVISOR JH ART CLUB

ADVISOR ELEM/JH ART
EXHIBITS & COMPETITION

ADVISOR CAREER PASSPORT

ADVISOR FHA

ADVISOR HISTORY CLUB

ADVISOR SAFETY PATROL

ADVISOR HS SCIENCE CLUB

ADVISOR JH SCIENCE CLUB

ADVISOR ELEMENTARY
SCIENCE FAIR

ADVISOR JH/HS SCIENCE FAIR

ADVISOR SNHS/SPANISH CLUB

ADVISOR SPELLING BEE K-6, 7-
12 & COUNTY

ADVISOR 5TH & 6TH GR READ-
A-THON

ADVISOR VARSITY "M" CLUB

CHEERLEADER ADVISOR JR HI
FOOTBALL

CHEERLEADER ADVISOR JR HI
BASKETBALL

JAZZ BAND DIRECTOR

PEP/STAGE BAND DIRECTOR

<u>YRS</u>	<u>INDEX</u>	<u>SALARY</u>
0	0.0100	\$304
1	0.0125	\$380
2	0.0150	\$456
3	0.0175	\$532
4	0.0200	\$608
5	0.0225	\$684
6	0.0250	\$760
7	0.0275	\$836
8	0.0300	\$912

Other: 6th Grade trip teachers to a maximum of three (3) receive sub pay in addition to regular pay.

CALENDAR DATE INDEX

January 31	Last Day for Treasurer to Provide Sick Leave Balance	115.08
February 1, on or about	Last Day for Calendar Committee to Begin Working	129.03
February 15, prior to	Notify Superintendent of Intent to Negotiate	102.02A
February 25 (or 10 days after delivery of 2/15 notice)	Exchange names of Negotiating Team	102.02A
March 10, on or about	Negotiations Begin	102.02A
March 15, on or about	Notification to MEA & Staff of RIF	130.07
April 30, on or before	Teachers Express Intent for Next Year's Employment	130.02
April 30	Last Day to File Notice of Nonrenewal	106.07
May 10	Negotiations Conclude	102.02
June, before last day of current school year	Staff to receive copy of Master Schedule for Next Yr	123.08
June 10, on or before	Names & Addresses of MEA Officers to Superintendent	103.08
June 15	Last Day for Staff to Request Following School Year Leave	118.05
June 30, prior to	Salary Notice to Teacher for next school year	114.11
By June 30	Sick/Personal Leave Bonus Payment	115.11
July 1, on or before	Notify teachers of next year's assignment	108.04
July 1, 1995	Employees Hired After this Date on Direct Deposit	114.10
July 10	Last Day Teacher Can Resign Without Board Approval	106.09
July 31	Last Day for Treasurer to Provide Sick Leave Balance	115.08
August 1	Notify staff involved in Involuntary Job Transfer	108.06
August 1	MEA President to Provide List of Teachers to Serve as Mentors to Superintendent	137.02
September 1 through August 31	Tuition Reimbursement Period	133.03 A
September 30th, By	Calendar of Yearly Meetings for LPDC	107.04 A
September, last pay	Fall Sports Supplemental Payment	114.01B
October 1	Directory Listing of Names and Job Assignments to MEA President	103.04
October 1, prior to	Seniority List Distributed to Teaching Staff	130.03&4
October 1	Professional or Permanent Certificate Filed With Superintendent	106.06
October 1	Last day to file written request for Continuing Contract	106.06
October 1	Last Day to File Valid Teaching Certificate With Superintendent	106.10
October 15	Last day to have all paperwork filed for Tuition Reimbursement	133.03
October 15, Prior to	MEA Member List to Superintendent	101.03B
November 30, Prior to	Tuition Reimbursement Paid	133.03A
November, first pay	Fall Sports Supplemental Payment	114.01B
December, first pay	Winter Sports and Academic Supplemental Payment	114.01B-C
March, first pay	Winter Sports Supplemental Payment	114.01B
April, first pay	Spring Sports Supplemental Payment	114.01B
May, second pay	Spring Sports and Academic Supplemental Payment	114.01B-C