

NEGOTIATED AGREEMENT

13-MED-04-05a1

BETWEEN

1785-01

K# 30646

**MID-EAST CAREER AND TECHNOLOGY CENTERS
BOARD OF EDUCATION**

AND

MID-EAST EDUCATION ASSOCIATION

2014 APR -2 AM 8:28

STATE EMPLOYMENT
RELATIONS BOARD

July 1, 2013
through
June 30, 2016



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PREAMBLE

This agreement is entered into by and between the Board of Education of the Mid-East Career and Technology Centers (hereinafter "Board") and the Mid-East Education Association (hereinafter "Association").

ARTICLE I – RECOGNITION AND NEGOTIATIONS PROCEDURE

A. Recognition

1. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for the bargaining unit. Exclusive recognition means the Board will not deal with any other organization or individual in a manner or for a purpose inconsistent with the terms of this agreement.
2. The Board recognizes the Mid-East Education Association, affiliated with the OEA/NEA-Local, as the sole and exclusive representative for purposes of and as defined in ORC Chapter 4117, for all regular full-time (183 days, 7 hours **and 15 minutes** per day) regular part-time (an employee who works at least 20 hours per week), full-time substitute teachers, and part-time (an employee who works less than 20 hours per week) professional non-supervisory personnel employed by the Board. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Directors, Adult Education Coordinator, Principals, Assistant Principals, Supervisors, and other administrative personnel as defined in ORC 4117.01(F), substitutes, noncertificated employees, and all adult education instructors employed on a full-time and part-time basis and personnel who act as supervisors to such employees in adult education.
3. All regular full-time, full-time substitute teachers, regular part-time, and part-time contract teachers who are in the bargaining unit and who also serve part-time as adult education instructors shall be covered by this recognition clause and this contract only with respect to his or her non-adult education employment.

Full-time substitute teacher salaries will be based on a percentage of the regular teachers' salary schedule. They will be eligible for one-year limited contracts. (See salary schedules in appendices at the end of this contract.)

4. Grandfathering of full-time adult education instructors who hold provisional, professional or permanent teaching certificates in the area of their current teaching assignments as adult education instructors prior to the effective date of this contract will be identified by a separate memorandum of understanding for purposes of future eligibility as a member of the bargaining unit signed by the Superintendent and the MEEA President which will serve as a separate addendum to this contract. Failure by the individuals grandfathered under this memorandum of understanding to maintain a provisional, professional or permanent teaching certificate in their area of assignment shall eliminate their current eligibility and future eligibility as bargaining unit members.

5. a) The Board shall not sub-contract any existing bargaining unit positions to outside agencies, private businesses, school districts, education service centers, other government departments or agencies. Distance learning or other methods of instructional delivery which could affect existing bargaining unit positions shall not occur without conferring with the MEEA President under the provisions of paragraph b) (below). Further, the Board agrees to include in the bargaining unit any new, non-administrative positions which traditionally fall under the category of "professional school employee" and which require certification or licensure. LD Tutors employed by associate school districts but assigned to the Zanesville Campus or Buffalo Campus shall not be subject to this provision of the contract.
- b) Should special programs or grants be available to the district which would create a new position or implement a method of instructional delivery which might affect a bargaining unit position, the Superintendent and the MEEA President shall confer to determine whether or not the new position should be a bargaining unit position or excluded from the bargaining unit and the terms of this negotiated agreement. Should the Superintendent and the MEEA President fail to agree on the status of the new position, the matter shall be resolved by binding arbitration as detailed in the Grievance Procedure of this negotiated agreement, Article IX, D, Step V. If possible, an expedited process shall be used, submitting written briefs to the American Arbitration Association arbitrator, and holding a formal hearing only if issues are complex or unclear. Either side may demand a formal hearing if it feels that is necessary to protect their interests. The arbitrator shall determine the correct status of the new position from the date of its creation.

B. Negotiation Procedure

1. The parties agree to bargain in good faith. This bargaining obligation requires the parties meet at reasonable times and confer with a willingness to react to each other's proposals in an attempt to reach agreement pursuant to this article. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

The sole purpose of this Negotiations Procedure is to assure discussion between representatives of the Board and the Association on subjects of negotiation.

Compliance with the procedures set forth in this article shall constitute the full performance contemplated by the parties as a predicate to the Board's determination of any issue which may be subject to negotiation.

2. Negotiations shall be conducted by teams representing the respective parties. Each negotiating team shall be limited to five (5) members.

3. Those subjects which shall be considered for negotiations shall include wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this agreement.
4. Either party desiring to negotiate concerning subjects of negotiation shall notify the other party in writing not less than 75 days, nor more than 150 days before this agreement expires.
 - a) Written notification initiated by the Association shall be addressed to the Superintendent. Written notification initiated by the Board shall be addressed to the President of the Association.
 - b) The initial session shall be held within 15 days of receipt of the notice to negotiate. At the initial session, the first item of business shall be exchanging proposals and then establishing an agenda. No new item(s) shall be added to the agenda except upon mutual agreement of the teams.
 - c) Additional sessions shall be held between the teams at mutually agreed times and places.
 - d) The negotiations period shall be the time from the beginning of the negotiations process until the end of the contract unless extended by mutual agreement.
 - e) Each negotiating team will inform the party it represents concerning the progress of negotiations during the negotiations period in meetings closed to the public and to representatives of the news media. During the negotiations period, there shall not be issued by either party or representatives statements or news releases to the news media concerning the progress of negotiations, unless either party officially declares impasse in writing or by mutual consent. Each party shall provide the other party with a copy of the news release prior to or at the same time it is provided to the media.
 - f) Caucuses may be called by either party and are not to exceed one-half (1/2) hour unless extended by mutual agreement.
 - g) All negotiating sessions shall be closed to the general public and to all personnel except the members of the respective teams.

C. Agreement

1. When agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification and, upon association ratification, submitted to the Board for its approval at its next regular meeting or at a special meeting held within 30 days.
2. Prior to the printing of the Negotiated Agreement for distribution, the Board and the Association shall have the opportunity to review and approve format, language, design and content. The Board and Association will share equally

the cost (using the most cost-effective arrangement for printing) of providing printed contracts to all parties in the bargaining unit, the Board and administration.

D. Mediation

1. If items remain unresolved two (2) weeks before the expiration date, either party may request the assistance of a mediator.
2. The mediator shall be obtained through the Federal Mediation and Conciliation Service.
3. Any cost involved in use of the mediator shall be shared equally by the Board and the Association.
4. Agreement reached through use of this provision shall be subject to provisions of Division C of this article.
5. In the event agreement is not reached through mediation and the Agreement or any extension of the Agreement has expired and it appears no more meaningful discussion can be accomplished, the Association may initiate the provisions of Section 4117.14(D.2.) of the ORC. It is also agreed by the Association and the Board that the procedures outlined in this Agreement to negotiate and resolve differences shall supersede all requirements established in Section 4117.14 of the ORC.

E. Non-reprisal

The parties agree that neither party shall take any action against any person involved in the bargaining process as a result of their participation in said process.

ARTICLE II – BOARD RIGHTS AND RESPONSIBILITIES

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, of their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

- D. To delegate authority through recognized administration channels for the development and organization of the means and methods of the instruction according to current written board policy; the selection of textbooks and other teaching materials; and the utilization of teaching aids of all kinds;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this contract, and Ohio statutes except as superseded by this contract.

The Board may make decisions within the realm of its management rights without prior negotiations with or agreement of the Association, but the Board will give the Association an opportunity to bargain about the effect(s) of its decisions on wages, hours, terms and other conditions of employment of employees in the bargaining unit.

ARTICLE III – ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association may post a bulletin board on space designated by the Superintendent in each building. The Association shall have the exclusive responsibility for posting and removing association notices, subject to reasonable regulations of the Superintendent.
- B. The Association may use its members' mailboxes or e-mail for distribution of association announcements and memoranda, provided that directors (principals) shall receive a copy at distribution.
- C. The Board shall allow association officers reasonable use of school telephones, provided such use does not interfere with the officers' work responsibilities or the ordinary conduct of school business and administration, and provided the Association pays for all its long distance charges.
- D. The Board shall allow use of school equipment such as copiers, typewriters, calculators, computers and audiovisual equipment. Board purchased materials used by the Association, i.e., paper shall be paid for by the Association at board cost. Such use for association purposes will be done outside the scheduled workday. Equipment breakage or damage resulting from improper use or negligence shall be assumed by the Association. The removal of school equipment from school property by the Association will follow established district procedures.
- E. The Board shall provide the Association President with a copy of the annual budget and appropriations adopted by the Board.
- F. The Association may use school buildings for meetings at no cost in accordance with Board policy applicable to use of facilities. Association meetings will not be

held prior to the end of the teacher workday and will normally be held on Mondays or Thursdays. If there is a conflict between meetings called by the Administration and the Association, the Association President and the Director (Principal) shall attempt to resolve the conflict. If the Director (Principal) and the Association President cannot resolve the conflict, the matter shall be submitted to the Superintendent or Assistant Superintendent for resolution.

G. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact association business on school property before and after the workday and during a teacher's duty-free lunch. Association business of an emergency and/or urgent nature may be permitted by association officers during non student-contact time. The conduct of association business at no time shall interfere with teachers' work responsibilities or the ordinary conduct of school business. Any outside association representative(s) shall first report to the Director's (Principal's) office and to the Director (Principal) or his/her designee in that office. The representative shall not visit with employees during their teaching time.

H. Meeting Agendas

1. The Association President shall be provided a copy of the complete agenda for each board meeting, except the Board may delete references to confidential matters to be discussed in executive session. The agenda shall include a copy of the minutes from the prior board meeting. A copy of the complete agenda for each board meeting shall be made available to the Association President on the morning after it is mailed to board members.
 2. The Association President, or his/her designee, may be recognized by the Board President to address the Board in accordance with Board Policy #0169.1 relative to an agenda item or related association business. The Association may be placed on the agenda for any board meeting upon the request of the Association President. The request must be made to the Superintendent at least 48 hours prior to the scheduled meeting.
 3. The Association shall be placed on the staff meetings agenda (Article VIII, Section D) for brief reports and announcements provided the Association President or his/her designee have made advance arrangements with the Director(s). The placement on the agenda shall be the last item and the time shall not be calculated in the meeting time limits as stipulated by this agreement.
- I. The Association shall be afforded an opportunity to hold a one (1) hour general meeting on one of the two orientation days for new teachers and a one (1) hour general meeting during one of the first two regular work days on both campuses. The times for the meetings shall be by mutual agreement between the Association President and the Directors.
- J. By October 1, annually, the Board shall send a directory of bargaining unit members to the Association President. The list shall include names, addresses, telephone numbers and assignment of each teacher. By the end of the first full week of October, the Board shall provide the Association President with a list

containing the following information for all bargaining unit positions: (a) current placement on the salary schedule, (b) contract type, (c) contract expiration date, (d) teaching certificate/license number, (e) type of certification/licensure, (f) teaching certificate/license expiration date. The Superintendent will notify the Association President of the names, job positions, and assignment of all new teachers hired prior to September 1, if available. Such information regarding teachers hired during the school year shall be supplied by the Board within a reasonable time after board approval of employment.

K. The Association President shall provide a list of elected officers to the Superintendent by August 1 of each year.

L. Payroll Deductions for Association Dues

Teachers eligible for association membership (regular full-time, full-time substitutes, regular part-time, and part-time) shall have the opportunity for payroll deduction of dues. A teacher must authorize the deduction of such dues in writing. Such authorization must be received by the Treasurer on or before October 10. A newly hired teacher after October 10 of any year shall be allowed payroll deduction of association dues upon submission of an individual written authorization to the Treasurer within 30 days after the date of hire.

1. The authorization is continuous annually unless revoked by the teacher giving written notice to the Treasurer between August 15 and September 15 of any calendar year. The Treasurer shall deduct an amount of dues for teachers hired after October 10, as designated in writing by the Association Treasurer, over the remaining number of monthly deductions.
2. The Association annually shall provide the Treasurer, by October 10, with the annual dues rate. Semiannually, in January and July of each calendar year, the Treasurer shall bill the Association for all costs of the district attributable to the making of such deductions. Such amount must be paid in full by the Association by February 15 and August 15, respectively, of the same year.
3. For regular full-time and full-time substitute teachers, deductions will be made in 20 equal amounts from the first pay in the month of November and the next nine months. Deductions for teachers paid on a monthly basis will be deducted in eight (8) equal amounts beginning with the November 15 pay and ending with the June 15 pay. For teachers hired after October 10, monthly dues shall be deducted based on equal division of months worked. If there is a disruption in monthly payments, the accumulated amount due shall be deducted from the next monthly payment(s). The Treasurer shall transmit the dues deducted to the Association Treasurer within two (2) weeks of each such pay.
4. A teacher, paid on a bi-weekly basis, who leaves the employment of the Board during the year and prior to deduction of annual dues, shall have the total amount of dues yet collectible deducted from remaining paychecks due the employee. The District Treasurer shall inform the Association Treasurer the amount of association dues for collection from the separating employee for agreement of amount to be deducted. The Association shall indemnify the

Board for any claims by teachers and the Association under this provision. The District Treasurer shall not be held responsible for dues which are uncollectible because of an employee's insufficient pay.

M. Payroll Deduction of Fair Share Fee

1. a) The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Mid-East Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- b) The Association shall notify the Treasurer of the Board by October 10, or within 30 days after the date of hire for those hired after October 10, the names of any bargaining unit members (regular full-time, regular part-time, and part-time) who elect not to be members of the Association in order that fair share fees can be processed.
2. Notification of the amount of fair share fee, which shall be no more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on October 10 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a) All Fair Share Fee Payers

Payroll deduction of such fair share fee for teachers paid on a bi-weekly basis will be made in 12 equal payments from the first pay in the month of February and the next five (5) months.

No fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second scheduled payment, which period shall be the required probationary period for newly employed bargaining unit members.

b) Upon Termination of Employment During the Work Year

A teacher, paid on a bi-weekly basis, who leaves the employment of the Board during the year and prior to deduction of fair share fees, shall have the total amount of fees yet collectible deducted from remaining paychecks due the employee. The District Treasurer shall inform the Association Treasurer of the amount of association fees for collection for the separating employee for agreement of amount to be deducted. The Association shall indemnify the Board for any claims by teachers and the Association under this provision.

The District Treasurer shall not be held responsible for fair share fees which are uncollectible because of an employee's insufficient pay.

4. Transmittal of Deductions

Deductions will be made in accordance with L (3 and 4) above. The transmittal shall include both association dues and fair share fees.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Religious Exemption

Any exemptions made to this procedure because of a bona fide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

8. Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board and all school officials and employees for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a) The Board shall give a 20-day written notice of any claim or action filed against the employer by a non-member for which indemnification may be claimed.
- b) The Association shall reserve the right to designate counsel to represent and defend the employer.
- c) The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
- d) The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

9. Grandfathering of employees in bargaining unit positions who are not currently members of the Mid-East Education Association prior to February 1, 1992, will be identified by a separate memorandum of understanding for purposes of exclusion under the requirement of "Fair Share" under this section signed by the Superintendent and the MEEA President which will serve as a separate addendum to this contract. Individuals shall be grandfathered under this memorandum of understanding as long as they do not voluntarily join the MEEA. Once a person joins (voluntarily as a member) they will then be subject to the "Fair Share" requirements.

N. Satellite Career Technical and Academic Classes

1. Satellite Classes

A satellite class shall be defined as:

- a) A career-technical program specifically identified as a new or existing class housed in a facility not owned, leased, or operated by the Mid-East Career and Technology Centers Board of Education, or
 - b) A new or existing academic class housed in a facility not owned, leased, or operated by the Mid-East Career and Technology Centers.
2. At such time that satellite classes are under consideration for implementation, the Board of Education and association agree to discuss the application of this agreement as it relates to the operation of these units or classes prior to finalizing agreement(s) with the associate schools.

ARTICLE IV – EMPLOYEE RIGHTS

A. Discipline Procedure

1. The principles of progressive discipline shall apply to all disciplinary action.

The purpose of progressive discipline is to give the teacher an opportunity to improve his/her performance or behavior before further discipline is administered. Except in serious cases, progressive discipline gives an employee opportunities to correct behavior.

2. There shall be no discipline of a bargaining unit member without just cause.

Just cause provides for less serious misconduct to be administered in a progressive manner designed to correct behavior. Relatively minor teacher violations must be dealt with by imposing sequentially more severe penalties for each offense using the sequence of a verbal warning, written notices, suspension(s) without pay and then termination.

3. A reprimand is a verbal or written statement by an administrator of a teacher regarding his/her professional performance. The administrator shall issue such reprimands in accordance with the following:

- a) A bargaining unit member who has engaged in misconduct will initially be given a verbal warning. The warning will be documented in a memorandum outlining the concerns which were verbally expressed to the teacher. The memorandum will not be placed in the teacher's personnel file unless the teacher engages in further misconduct within a period of three (3) years (specified period) from the date of the verbal warning.
 - b) If the bargaining unit member was given a verbal notice and engages in further misconduct, the teacher will be given a written notice which will be placed in his/her personnel file. The teacher will be informed that if there are repeated violations during this specified period, the teacher will be issued additional written notices, which will result in disciplinary action and/or termination.
 - c) If the bargaining unit member again engages in misconduct within the specified period, he/she will be issued another written notice and suspended without pay from employment for a period of time in accordance with the provisions of this article. The written notice will clearly specify that further misconduct will result in additional days of suspension without pay and/or possible recommendation for termination.
 - d) No bargaining unit member will be verbally reprimanded in the presence of any other bargaining unit member, students, parents of students, or any non-certified employee.
4. It is understood that certain matters for which discipline is deemed necessary may require immediate action by the administrator. Such action is not precluded in this section.
 - a) Serious offenses such as, but not limited to, stealing, assault, and persistent insubordination, usually justify termination without prior warnings or corrective discipline.
 - b) Less serious offenses of board rules or of proper conduct such as, but not limited to, tardiness and absence without permission, initially call for milder penalties for correction with continued violations leading to more severe disciplinary action and/or termination.
 5. The appropriate administrator shall send the teacher and campus director (principal) a copy of any reprimand at the time it is placed in his/her file. The teacher has a right to meet with the administrator issuing the reprimand within one week of receipt of the copy to discuss the reasons for its issuance. The teacher may be accompanied at the meeting by someone of his/her choice, which may include a representative of the Association.
 6. The Superintendent may place a teacher on suspension without pay for only up to three (3) days for the first offense and only up to five (5) days for the second offense in the same school year. The Superintendent may place a teacher on suspension with pay for up to 10 days. An employee can only be

suspended for just cause. Any such suspension must be accompanied by written notice served upon the employee by certified mail. Also in the presence of a witness, the written notice of suspension can be personally delivered to the employee. If the Board of Education determines to consider termination proceedings with or without continued suspension or determines to place the teacher on an unrequested leave of absence, then it must proceed in accordance with ORC 3319.16 and 3319.13 respectively. If a suspension is a part of the termination process, the suspension may only be challenged under the termination proceeding and not the grievance procedure.

7. Except as provided in 6. above, a teacher may challenge the discipline procedure through the grievance procedure only. This does not limit a bargaining unit member from taking legal action through the courts or other legal authority to challenge actions which may be illegal.

B. Complaints

1. If a third-party letter or complaint, including a parental complaint, is placed in the teacher's personnel file, a copy of the document shall be sent to the teacher.
2. The teacher has the right to meet with the administrator who received the letter or complaint within one week of the teacher's receipt of a copy of it to discuss the matter. The teacher may be accompanied at the meeting by someone of his/her choice, which may include a representative of the Association.
3. The teacher may attach a statement to the letter or complaint in accordance with Article IV (C).

C. Personnel Files

1. The Board shall maintain the official personnel file for each teacher in the Superintendent's Office. The Board shall maintain payroll, insurance, and other clerical information in the Treasurer's Office. Said files shall be confidential to the extent permitted by state law and for use by Board employees and Board or Association counsel only.
2. A teacher shall have the right to inspect his/her own file in the presence of the Superintendent or designee upon reasonable notice to the administration (Superintendent and/or Treasurer). The teacher may be accompanied by a person of his/her choice. Upon payment of a reasonable fee for copying, the Board will provide the teacher with a copy of any documents in his/her personnel file.
3. If any teacher disputes the accuracy, timeliness, relevance or completeness of documents in his/her file(s), he/she may request in writing, in accordance with ORC 1347.09, that the Board investigate the current status of the information. The Board will make a reasonable investigation to determine the accuracy, timeliness, relevance and completeness of the file, and will notify the teacher of the results of the investigation and any plans it has to take

action with respect to the disputed information. The teacher may submit a statement that he/she wants attached to the disputed documents.

4. When an individual other than Board members, administrators, confidential central office personnel, Board legal counsel, the teacher, and any authorized representatives of the listed persons desires access to a bargaining unit member's personnel file, reasonable notice stating who requested such access will be provided to the involved employee prior to the inspection of the file.

D. Teacher Evaluation and Renewal/Nonrenewal

1. The Board shall implement an evaluation procedure **in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education** containing the following elements:
 - a) The procedure and forms shall be uniform throughout the district. Observations and evaluations will be conducted only by supervisors and administrators with the proper administrative certification according to ORC 3319.02.
 - b) A committee of bargaining unit members and administrators will review the evaluation instrument and procedure a minimum of once or as needed during the life of the Negotiated Agreement.
 - c) Observations and evaluations for teachers assigned to more than one site shall be conducted by one supervising administrator, including input from other supervising administrators, in accordance with evaluation procedures.
 - d) In non-classroom situations, Practical Nursing (PN) instructors in clinical settings will be jointly evaluated by the Health Occupations Coordinator and an administrator with the proper administrative certification in accordance with ORC 3319.02.
2. **The Board's evaluation process and procedures are set forth in its evaluation policy which is based on the Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System. This policy is incorporated by reference into this Agreement as if it were completely rewritten in this Agreement.**
3. Each teacher **will** receive a written evaluation annually. At least **two** classroom observations shall be held before the evaluation is completed.
4. The administrator who completes the evaluation shall hold a conference with the teacher to discuss the evaluation within fifteen (15) workdays of the last observation. The administrator and the teacher shall both sign the evaluation, but the teacher's signature shall not constitute agreement with its contents. The teacher shall receive a copy of the written evaluation report, which shall include specific recommendations regarding needed performance improvements and the means by which the teacher may obtain assistance in making such improvements.

5. The teacher, within five (5) workdays of the evaluation conference, may submit comments to be attached to the evaluation and kept with it in the teacher's personnel file.
6. If the Superintendent intends to recommend the nonrenewal of a limited contract, he shall give the teacher prior written notice by the first of **May**.
 - a) A teacher may challenge his/her nonrenewal or compliance with the evaluation procedure through the grievance procedure or pursuant to ORC 3319.11, as amended by HB 330, but not both.
 - b) Supplemental contracts are excluded from this section.
7. **Each guidance counselor under a limited contract in a nonrenewal year or a guidance counselor with a continuing contract will receive a written evaluation annually. At least two observations shall be held before the evaluation is completed.**
8. **Guidance counselors and full-time substitute instructors whose limited contracts are up for renewal will be evaluated twice during that school year, based on a minimum of two observations of at least 30 minutes each. Their strengths, deficiencies and suggestions for improvement will be noted in the written evaluation. The first evaluation, based on at least one observation, shall be completed by February 1. The second evaluation, based on at least one other observation, shall be completed by April 1.**

E. Dismissal Policy

The Board may not terminate a contract of a teacher except for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board; or for other good and just cause. In terminating a teacher's contract, the Board shall follow the procedure contained in ORC 3319.16.

F. Continuing Contract

The Superintendent may recommend an extended limited contract of one year with reasons directed toward improvement of performance, prior to any vote on a continuing contract by the Board of Education. The Board may approve an extended contract upon the recommendation of the Superintendent by a simple majority vote. Otherwise, the Board shall issue continuing contracts in accordance with Article VI(A) of the contract and ORC 3319.11.

G. Reduction in Force

1. When the Board of Education determines it is necessary to reduce the number of certificated staff positions, the Board may make reductions by suspension of contracts.

Teachers eligible for another limited contract and not recommended for nonrenewal shall have a new limited contract issued based on the

recommendation of the Superintendent and then suspended for purposes of reduction in force.

2. Procedures for Reductions

Nothing contained herein shall abridge the Board's right to nonrenew a limited contract teacher for reasons other than a reduction in force as outlined in other articles of this agreement.

- a) If the Board effects staff reduction by suspension of teachers' contracts, such contract suspensions shall comply with Section 3319.17, ORC, giving preference to teachers on continuing contracts. By April 1, the Board shall make every reasonable effort to give written notice of suspension to all teachers who could be affected by a RIF. Notice of suspension shall be given to all affected teachers by July 10.

If the teacher is re-employed by the first day of the school year and drew unemployment benefits, the unemployment benefits will be deducted from the teacher's salary in the year after recall.

- b) Career-technical education programs that fail to meet the enrollment standards of 15 students for a level one, 12 students for a level two, or 15 students for a combined class for three consecutive years may be eliminated. State Department of Education special education funding weight may reduce class size requirements. The official EMIS count in October shall be used for the implementation of this article.

The Board shall retain the program (and any instructors for it) at full salary for as long as necessary to complete that program's education for pupils currently enrolled in that program. At the conclusion of this phase out, the Board may terminate the program and suspend the teacher.

- c) If the enrollment for a combined career-technical class (level one and level two) is 8 or below based on the official EMIS count in October, the Board may terminate the program and suspend the teacher at the conclusion of the year in which this enrollment occurs. Any remaining level one students will be reassigned to another career-technical program.
- d) The Superintendent shall give teacher(s) in two (2) teacher career-technical education program(s) written notice of the intention to reduce the program to one teacher by May 31 of the calendar year preceding the possible reduction so that the teacher may try to get additional certification/licensure or to otherwise adjust to the change. Only teachers who will have been employed by the Board for three consecutive school years at the time of implementation are entitled to such 15-month notice.

3. Recall Rights

Teachers whose contracts have been suspended because of a reduction in force shall have rights to recall as follows:

- a) All rights provided in this provision for teachers on recall status shall be limited to 24 months from the effective date of the Board's action. The Board is not required to provide any additional notification of the expiration of recall rights beyond the initial notice of reduction in force which shall include the effective date of the Board's action.
- b) Teachers whose continuing contracts were suspended shall be recalled in accordance with Section 3319.17, ORC.
- c) Teachers on recall status shall keep the Superintendent informed of their current address, name change and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within 10 calendar days of the date of such mailing shall remove the teacher from recall status.
- d) The rights herein granted to a teacher shall be forfeited by the teacher should he/she: (1) waive his/her recall rights in writing, (2) resign, (3) fail to accept recall as provided for herein, or (4) fail to report to work in a position that he/she has accepted within three (3) school days after receipt of the notice of recall.

4. Only procedural compliance with this section shall be subject to the grievance procedure.

5. **If in the future, the Ohio Revised Code allows for changes that affect provisions in this section, then the Association and the Board of Education agree to implement the prior language about Reduction in Force, Seniority, and Recall Rights as found in the 2010-2013 Negotiated Agreement.**

H. Vacancies and Transfers

1. Vacancies

All vacancies in positions within the bargaining unit shall be posted for 10 workdays, excluding holidays. Vacancies will be posted in the main offices of the Career Centers and the Administrative Center. When school is not in session, a copy will be mailed to the Association President. A vacancy shall exist when a teacher resigns, retires, transfers, is nonrenewed or otherwise terminated. The Superintendent shall determine whether and when to fill a vacancy. The posting of a vacancy does not require that it be filled.

Bargaining unit members shall be considered for vacancies in exempted adult education program positions. Vacancies will be posted in the main offices of the Career Centers and the Administrative Center. When school is not in

session, a copy will be mailed to the Association President. Acceptance of an exempted adult education position shall not be covered by this contract. The Superintendent shall retain sole authority to assign pursuant to Section 3319.01 of the Ohio Revised Code.

2. Voluntary Transfers

Teachers currently in the bargaining unit who express interest in a vacancy, in writing, will be interviewed for the position. Qualifications of teacher candidates (inside and outside) for a vacant position will be assessed on the following criteria:

- a) Teaching experience
- b) Certification and/or licensure
- c) Specialized training
- d) Work experience in the field
- e) Related work experience
- f) Interview process
- g) Objective testing (demonstration of skill and knowledge as related to the vacancy)

If two (2) or more inside candidates have equal qualifications and are determined as the most qualified candidates for the vacancy, then the senior candidate shall be awarded the position. In a case where seniority is identical, the tie breaking process in the seniority provision of Article IV - Reduction in Force shall be used. The determination of qualifications and the selection of the applicant to fill a vacancy shall not be the subject of a grievance. However, if the teacher disputes the facts or the reasoning of the administrators, he/she may bring this matter to the attention of the Association or Board without fear of reprimand.

There shall be a probationary period for a voluntary transfer of 10 workdays in which a teacher can return to his/her former position.

Nothing in this section shall preclude the selection of an outside candidate(s) to the vacancy by the Superintendent.

3. Involuntary transfer

- a) A teacher will be notified in writing of any transfer or change in assignment. The Superintendent shall meet with the teacher to provide written reasons for the transfer or reassignment.
- b) No teacher shall be arbitrarily or capriciously transferred.

I. Medical/Custodial Responsibilities

Bargaining unit members shall not be required to perform any medical or custodial care duties in the course of their employment. The bargaining unit member may voluntarily agree to perform such services provided the district provides adequate training and full liability protection at no expense to the employee. The refusal to

perform such duties or the quality of the voluntary performance of such duties shall not be a subject for employee evaluation.

J. Professional Consultation

The district encourages instructional staff to be actively involved with the Individual Education Plan (IEP) process. The district will notify and make IEP information readily available to affected staff and encourage instructor participation in IEP meetings. Staff will also be notified of and encouraged to attend parent-teacher conferences, disciplinary procedures, and any other similar activities.

ARTICLE V – LEAVE PROVISIONS

A. Sick Leave

1. Each teacher shall be entitled, for each completed month of service, to sick leave of 1 1/4 days with pay for a full-time standard of 15 days per year. Regular part-time and part-time teachers shall accrue sick leave prorated against the full-time standard. Application for approval of sick leave shall be made within 48 hours of the employee's return to duty. Leave shall not be granted for less than quarter day units.

All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment. An employee shall have the option to use either sick leave or wage reimbursement under the Act.

2. Sick leave, upon the approval of the responsible administrator(s) and superintendent, may be used for:
 - a) Personal illness and/or injury.
 - b) Exposure to contagious disease which could be communicable to other employees.
 - c) For purposes of illness or death in the teacher's "immediate family," this shall include the following two columns:

COLUMN I	COLUMN II
Spouse	Brother-in-law
Child	Sister-in-law
Parent	Mother-in-law
Step-Parent	Father-in-law
Step-Child	Grandparent
Brother	Son-in-law
Sister	Daughter-in-law
Grandchild	Aunt
	Uncle
	Foster Child
	Niece
	Nephew

COLUMN I: For those family members listed in Column I and, upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the teacher as any of those listed in Column I, the employee is entitled to use of accrued sick leave in its entirety.

COLUMN II: For those family members in Column II and, upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the teacher as any of those listed in Column II; the employee is limited to the use of five (5) days cumulative sick leave each school year for each family member listed. If more than five (5) days is needed, the employee shall make the circumstances known in advance to the Superintendent who may approve additional use of sick leave days in up to five (5) day increments.

d) Pregnancy

Due to pregnancy or recovery therefrom, a teacher may use accumulated sick leave for a period of up to 30 workdays (not including holidays or vacation periods and excluding summer vacation). In the event that additional sick leave is needed due to medical conditions involving either the mother or child, the employee may request additional accumulated sick leave with a doctor's statement of circumstances. This provision does not apply for purposes of child rearing as outlined under section D of this article.

3. Those employees who have exhausted all of their sick days and are faced with a catastrophic illness or injury may make a request to the Superintendent to receive donated sick time. The number of sick days that may be donated to the employee and the number of days deducted from the other association members who voluntarily donate their sick time will be strictly up to the discretion of the Superintendent. This section will not be subject to the grievance procedure.
4. Unused sick leave shall be accumulated up to 280 work days beginning July 1, 2007. The accumulated sick leave of an employee who has been employed previously in public service, provided that reemployment in public service takes place within 10 years of the date of the last termination from public service, and of an employee who transfers from one public agency to another in Ohio, shall be credited to such employee up to a maximum of 165 sick leave days provided above at the time he/she is employed by the district.

It is the responsibility of the employee transferring sick leave to the Mid-East Career and Technology Centers to have a certified record of the unused sick leave filed with the Treasurer.

5. An employee may be requested to furnish a signed affidavit that an absence was due to any of the causes mentioned in division (2) above. If medical attention is required, the affidavit shall list the name and address of the attending physician and the dates he/she was consulted.

6. No employee shall be entitled to sick leave payment in excess of the amount of pay which would be received had the employee worked the regularly scheduled hours on the days of absence.
7. Falsification of sick leave information is grounds for suspension or termination under Section 3319.16 of the Ohio Revised Code.
8. Attendance Incentive
 - a) There shall be an attendance incentive for full-time employees in the bargaining unit for the combined limited use and non-use of sick leave, personal leave, and unpaid leave as follows:

Total Days Absent	Incentive
0	\$600
1	\$500
2	\$400
3	\$300
4	\$200
5	\$100

- b) Regular part-time and part-time attendance incentives will be calculated on the following pro-rata formula:

$$\begin{array}{rcccl}
 \text{Contracted} & & \text{Contracted} & \text{Total} & \\
 \text{Days Worked} & \times & \text{Hours Per Day} & \text{Contract} & \text{___\% of} \\
 183 \text{ days} & & 7 \text{ hours per day} & \text{Hours} & \text{attendance} \\
 & & & 1281 \text{ hours} & \text{incentive}
 \end{array} =$$

- c) Teachers employed on a full-time regular contract basis after the school year begins shall be eligible for the attendance incentive based upon the following formula: the teacher's number of contract days under regular contract in full-time status shall be divided by 183, and the fraction derived from that computation shall be applied against the dollar amounts of the incentive.

$$\begin{array}{rcccl}
 \text{Contract Days} & \times & \text{Amount of} & = & \text{Pro-rated} \\
 183 & & \text{Incentive} & & \text{Incentive} \\
 & & \text{(From chart)} & &
 \end{array}$$

(i.e., a teacher with no days absent who works .666 of the regular contracted school year shall receive .666 x \$300, or \$200, as the incentive).

- d) **The first day of personal leave will not count as a day absent when applied to an employee's attendance incentive.**
 - e) The Board Treasurer will provide a letter to all members of the bargaining unit during end of the year checkout notifying them of the attendance incentive procedure for payment. Attendance incentive pay will be paid

with the first bi-weekly pay in July and shall not be subject to STRS contribution.

9. Unused Personal Leave

Unused personal leave shall be converted to sick leave using the following formula:

Three (3) unused personal leave days in a contract year = One (1) sick leave day

The Board Treasurer will provide a letter to all members of the bargaining unit during end of the year checkout notifying them of the conversion procedure. The conversion will be noted on the first bi-weekly pay in July.

B. Sabbatical Leave

In accordance with ORC 3319.131, teachers may apply to the Superintendent for a leave of absence with partial salary for professional study or travel. If approved by the Superintendent and the Board, the leave shall be subject to the following conditions:

1. A plan for professional growth must accompany the request, and evidence that the plan was followed must be presented following the absence.
2. Sabbatical leave shall be for one (1) or two (2) semesters only.
3. Only one such leave may be granted for each five (5) years of service in the district. Five (5) continuous years of service is required prior to application.
4. The maximum partial salary shall be the difference between the teacher's expected salary and the pay for necessary substitutes.
5. To be eligible for partial payment of salary, the teacher must return to the employment of the Board for at least one year, unless the teacher has 25 years of teaching credit.
6. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.
7. No leave will be granted to an individual for a second time if other teachers have filed a request for sabbatical leave.
8. Two semesters of sabbatical leave shall count as a year of credit for placement on the salary schedule and for other purposes.

C. Assault Leave

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when such teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the ORC.

2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury or emotional distress resulting from an assault and battery which is clearly unprovoked, and (2) files the appropriate legal complaint as soon as he/she is physically able. Said leave shall not be charged against sick leave earned under Section 3319.141 of the ORC. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of 40 working days.
3. A teacher shall be granted assault leave according to the following rules:
 - a) The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a board approved or sponsored activity/event or in the course of transporting pupils or materials to or from said premises, activity or event.
 - b) Upon notice to the Director (Principal) or immediate supervisor that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the Campus Director or immediate supervisor.
 - c) To qualify for assault leave, the teacher shall furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at board expense.
 - d) A teacher shall not qualify for payment of assault leave until the Assault Leave form and a Workers' Compensation claim form is filed and requested physician's statement(s) have been submitted to the Superintendent.
 - e) Teachers shall not be permitted to accrue assault leave.
 - f) Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.
 - g) All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment. An employee shall have the option to use either assault leave or wage reimbursement under the Act.
 - h) If Workers' Compensation benefits are not received by the teacher, assault leave shall be paid at the teacher's regular rate of pay at the time of the assault and shall constitute the teacher's entire compensation

from the Board during the period of physical disability and shall be paid in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under paragraph 2 above.

- i) In the event the teacher seeks monetary civil damages by reason of the assault, the actual cost of the substitute teacher's salary shall be listed as part of the damages. If awarded, the substitute's actual pay will be repaid to the Board.

D. Maternity/Paternity Leave

A maternity leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing as follows:

1. A teacher who is pregnant shall be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the employee and she must notify the Board of these dates as far in advance as possible. The ending date of such leave shall coincide with the ending of a semester as in the adopted school calendar. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions.
2. A male teacher will be entitled upon request to a leave of absence without pay between the time of the birth of his child and one (1) year thereafter. The ending date of such leave shall coincide with the ending of a semester as in the adopted school calendar.
3. A teacher adopting a child under the age of 18 will be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one (1) year. The ending date of such leave shall coincide with the ending of a semester as in the adopted school calendar.
4. Request for a leave under this article shall include the anticipated initial beginning and ending date.
5. Early termination of such leave may be granted at the discretion of the Superintendent.
6. Prior to the effective date of the unpaid leave, the applicant must have been employed in the Mid-East Career and Technology Centers for the complete school year.
7. Leave under this article does not break seniority; however, there shall be no accrual of seniority or service credit on the salary schedule during the period of the requested maternity/paternity leave.

E. Military Leave

Military leave shall be granted pursuant to Ohio Revised Code 3319.14 and 5923.05.

F. Personal Leave

1. All full-time members of the bargaining unit shall be allowed three (3) days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature.

2. Regular part-time and part-time employees shall accrue personal leave on a pro-rata basis on the following formula:

$$\frac{\text{Contracted Days Worked}}{183 \text{ days}} \times \frac{\text{Contracted Hours Per Day}}{7 \text{ hours per day}} = \frac{\text{Total Contract Hours}}{1281 \text{ hours}} = \frac{\text{---}}{\text{---}} \% \text{ of personal leave days}$$

Calculations will be rounded to the nearest 1/2 day (or 3 hours and 30 minutes). For regular part-time and part-time employees, calculations will be based on the time actually employed for the year.

3. Personal days are limited to the following reasons:

- a) Personal legal affairs.
- b) Personal moving.
- c) Personal affair that cannot be performed outside of working hours.
- d) Extenuating circumstances approved by the Superintendent for other justifiable reasons.

Personal leave may not be used for recreation, vacation, employee-owned businesses, or making additional income.

Leaves shall not be granted for less than one-quarter day units. A personal leave request must be submitted by the staff member applying for special approval. On such request, the applicant either shall state that the personal leave is to be used for reasons (a), (b), or (c) above, or shall explain the circumstances claimed to be extenuating [reason (d)].

4. Notification of personal leave should, except in a case of an emergency, be made to the Director (Principal) and forwarded to the Superintendent at least 48 hours prior to such leave.

5. The Superintendent retains the right not to grant personal leave for more than five (5) staff members on any one day; provided, however, that the Superintendent shall normally grant additional requests that arise from personal emergencies or other extraordinary situations which could not be foreseen by the applicant in time to submit a request at least 48 hours prior to such requested leave.

In the event that more than five (5) teachers request personal leave for the same date, the applicants shall have the opportunity to decide among themselves which teacher(s) shall withdraw their leave request(s) for that date. If no agreement can be reached among the applicants, the leaves shall be granted in order of submission.

6. Only two (2) days may be used consecutively at any given time for a personal leave of absence. If more than two (2) days are needed, the employee shall make the circumstances known in advance to the Superintendent who may approve use of a third personal leave day.
7. Employees shall be given an attendance incentive for the combined limited use and non-use of sick leave and personal leave as provided under Article V (A.7) - Sick Leave.
8. Association members whom are subpoenaed for court related cases may be granted personal leave upon approval of the Superintendent. This leave will not be deducted from their personal leave as outlined in Article V, F, 1.

G. Special Leave

Teachers may arrange for class coverage by another teacher, with the approval of the Director, for periods of a quarter day or less without loss of pay or reduction of remaining personal or sick leave days. This leave may not be used in conjunction with any other leave.

H. Other Leaves of Absence

1. Leaves of absence for any reason not covered above will be considered by the Board of Education on an individual basis. Any request shall be made in writing to the Superintendent at least 10 days prior to the monthly Board of Education meeting for it to be included on that particular month's agenda. In all cases covered by this section, the Board of Education will make final determination, on an individual basis, considering the circumstances involved. The Board of Education will hold absolute its authority to approve or deny any or all requests.
2. A teacher on a leave of absence under Article V, H, must inform the Superintendent in a timely manner and prior to the expiration of the leave of his/her intent a) to request an extension of the leave, b) to return to work, or c) to resign. Any teacher who does not comply with this provision may forfeit the opportunity to return to work. The Board of Education reserves the right of final determination in the employee returning to work.

I. Court Leave

Any instructional staff member shall be granted, upon the approval of the responsible administrator(s) and superintendent, for the purpose of jury duty and/or to appear as a party in a school-related civil lawsuit or civil administrative proceeding, or to appear as a subpoenaed witness in a civil lawsuit or civil administrative proceeding where the witness' knowledge or information of relevant

facts arose from his or her employment with the Board. For the purpose of this article, school related matters shall not include conflicts between employer and employee or the employer and the Association. Any instructional staff member called for jury duty or a court appearance shall notify his/her building director (principal) or his/her immediate supervisor as soon as possible. The staff member shall submit to the Treasurer the jury duty check, or the witness fee check, if applicable, from the court less any mileage or meal reimbursements. In return therefore, he/she will receive his/her regular pay for the time spent on such leave. If the staff member fails to submit to the Treasurer the witness fee check (or cash) within 10 days, an equivalent amount shall be deducted from the employee's regular pay following the period of court leave.

J. Job-Related and Professional Visitations

Job-related and professional visitations are defined as time away from school for the purpose of participating in meetings, clinics, conferences, seminars, student contests, business and industry visitations, or school activities of which the intent and purpose will be to have a direct positive effect on the educational activity of the teacher and the school programs to which said teacher is assigned.

1. Job-Related and Professional Visitation Requests

- a) An applicant for job-related and professional visitations is required to use the application form (Form 3243 F1) provided by the Board. Such application shall be submitted 10 days in advance of the day for which the leave is requested. Said form is to be submitted to the Director and/or his designee.
- b) Approval may be granted or denied based on the following criteria.
 - 1) The nature of the request
 - 2) The availability of funds
 - 3) The intended effect on the educational activity
 - 4) The timeline of the request

The decision of the Superintendent shall be final.

- c) To provide benefits to others in the district from information gained, a visitation report form (Form 3243 F3/4243 F3) will be attached to the expense reimbursement statement (Form 3243 F2) submitted by the teacher.
- d) Subject to reasonable regulations by the Board, reimbursement for actual, reasonable and necessary expenses incurred in approved job-related and professional visitations shall be reimbursed at the prevailing rate established by board policy and the actual cost of any registration, excluding the cost of membership in the organization.

K. Union Leave

The Board shall provide six (6) paid leave days each school year for attendance at conferences, meetings, or conventions of the OEA, so long as the Association provides 48 hours reasonable advance written notice by submitting the Request for Union Leave (Form 3432 F2) to the Superintendent specifying the dates on which such leave will be used and who will be using the leave. The Association and Board will split the costs of substitutes equally for the first three (3) days and the Association shall cover the full cost of the substitutes for the remaining three (3) days, if used.

L. Unpaid Personal Leave for Recreational Purposes

1. Unpaid personal leave for recreational or vacation purposes will be granted only under one of the following conditions:

a) Bargaining unit member's spouse is unable to schedule vacation time in June, July, August or scheduled breaks during the school year. Verification of this fact is provided by the spouse's employer. If a bargaining unit member's spouse is self-employed, unpaid leave will not be granted for this purpose.

OR

b) A bargaining unit member is awarded, wins or has an opportunity to take an all-expense-paid trip which must be used during school time. A copy of the notice of such trip must be attached to the request for leave.

2. Such leave shall not exceed five (5) consecutive workdays.

3. Such leave will be granted no more than once every three (3) years to a bargaining unit member.

4. Such leave shall not cause a serious disruption or interruption to the education process.

5. The Board of Education will hold absolute its authority to approve or deny any or all requests.

M. Insurance Coverage

A teacher on an approved unpaid leave of absence in excess of 10 days for an extended period of time desiring to have group hospitalization, dental and life insurance continued by the school district is responsible for paying the entire board-paid premium cost to the Treasurer while on the leave of absence. Failure to keep payments current shall result in a loss of insurance benefits.

A teacher on an unpaid leave of absence in excess of 10 days in a school year but not for an extended period will be responsible for paying the per diem cost of board-paid premiums for hospitalization, dental and life insurance. The Board-paid

premium costs will be deducted from the employee's payroll check following the period of leave.

N. Extended Leave Employee Responsibilities

When an employee becomes aware of a situation that will require any leave of absence of more than 20 work days, the employee shall notify the Superintendent as soon as possible in writing as to the intended use of sick leave, leave under the terms of the Family Medical Leave Act, or other unpaid leave of absence.

Within 10 work days of the receipt of this notification, the District Treasurer shall issue a memorandum to the employee stating that the employee plan for extended leave is accepted or denied and summarizing its impact on the employee.

Employees on leave under the provisions of the Family and Medical Leave Act (FMLA) are not affected by the loss of coverage described by this contract provision. The FMLA guarantees remain in effect.

ARTICLE VI – CONTRACTS AND SALARIES

A. Regular Teaching Contracts

Each instructor in the Mid-East Career and Technology Centers, upon initial employment, will be granted a one-year limited contract which must be signed and returned within 15 days of issuance. Failure to return this signed contract shall constitute a resignation of such offer of initial employment. Upon reemployment, the instructor will be eligible for a two-year limited contract, provided the instructor possesses a minimum of a five-year license. Upon reemployment after a two-year, the instructor will be eligible for a three-year limited contract and three-year contracts thereafter. (The instructors will not be eligible for continuing contracts until the termination of limited contracts). A one-year limited probationary contract with reasons directed at the professional improvement of the teacher may be issued prior to the issuance of any limited contract and/or prior to the issuance of a continuing contract. Contracts issued after the initial employment contract shall be deemed signed and executed by the teacher if the teacher does not notify the Board to the contrary on or before the first day of June.

B. Employment of STRS Retirees

1. This article governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Ohio Revised Code Section 3307.35) whom the Board may regularly employ in a position that falls within the description of the bargaining unit of the Negotiated Agreement.
 - a. There shall be no guarantee of employment to district employees who have retired.

- b. For initial placement purposes on the teachers' salary schedule, the employee will be placed on Class I, Step 2. Employee will advance to Class I up to a maximum level of Step 5.
 - c. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded one-year limited contracts only.
 - d. There shall be no requirement for evaluation or compliance with Ohio Revised Code Section 3319.11 and 3319.111.
 - e. RIF does not apply as one-year contracts may be non-renewed each year.
 - f. Upon employment, the employee will be credited with zero (0) years of seniority. Retirant shall not accumulate seniority.
 - g. The employee will in no event qualify for tuition reimbursement. Sick leave would accrue pursuant to Article V (A) of the Negotiated Agreement.
 - h. Rehired retirees will not be eligible for severance pay.
2. The provisions of this article supersede and prevail over any inconsistent terms that may appear elsewhere in the agreement or in any part of the Ohio Revised Code.

C. Salary Schedule

1. The base salary (Class I, Step 0) shall be **\$35,657** effective July 1, **2013**, **\$36,131** effective July 1, **2014**, **\$36,612** effective July 1, **2015**, applied to the index schedules in the appendix of this negotiated agreement. The salary schedule for full-time substitute teachers shall be based on 75% of the first ten steps of Class I of the regular full-time instructors' salary schedule.

2. Teachers will be eligible for a lump sum stipend in each of the three years of the contract based upon the following criteria:

- a) **2013-2014: \$350**
- b) **2014-2015: compensation of up to \$350 based upon placement percentages determined by the District.**

<u>93% – 100%</u>	<u>A (Grade)</u>	<u>\$350</u>
<u>89% – 92.9%</u>	<u>B (Grade)</u>	<u>\$250</u>
<u>84% – 88.9%</u>	<u>C (Grade)</u>	<u>\$150</u>

The placement percentages will be based on district data and end-of-year reporting. A Post-Program Placement Rate will be calculated for each program and an average overall district placement rate percentage will be determined.

The grade then may be increased or decreased depending on the Status Known Rate for the District.

<u>Status Known Rate</u>	<u>Effect</u>
<u>95% – 100%</u>	<u>Letter grade increased one level</u>
<u>85% – 94.9%</u>	<u>No change to initial letter grade</u>
<u>0% – 84.9%</u>	<u>Letter grade decreased one level</u>

c) 2015-2016: compensation of up to \$350 based upon the following report card data:

<u>Post-Program Placement</u>	<u>A or B (Grade)</u>	<u>\$150</u>
<u>4-Year Graduation Rate</u>	<u>A (Grade)</u>	<u>\$100</u>
<u>5-Year Graduation Rate</u>	<u>A or B (Grade)</u>	<u>\$100</u>

3. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, effective January 1, 1984 or as soon thereafter as feasible, the Board shall pick up each teacher's mandatory contributions to the State Teacher's Retirement System of Ohio (STRS), provided no teacher's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby. The dollar amount to be designated as "picked up" by the Board:

- a) Shall equal the then-current percentage amount of the teacher's mandatory STRS contribution.
- b) Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097.
- c) Shall be included in computing final average salary.
- d) Shall not be reported by the Board as subject to current federal and state income taxes.
- e) Shall be reported by the Board as subject to current city income taxes.
- f) Shall not be included in the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.
- g) Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans. If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless by the Association and this article of the Agreement shall be declared null and void.

D. Applications of the Salary Schedule

Teachers employed by the Board shall be paid on the salary schedule according to the following provisions:

1. Class I
 - a) A teacher who possesses a Bachelor's Degree, but less than 150 semester hours of credit or equivalent,

or ---
 - b) A career-technical education teacher meeting the minimum standards for a two (2) year provisional license as outlined in the Teacher Education and Licensure Standards (updated February 2006) and the Guide for Licensing Candidates for Career-Technical and Adult Education in Ohio (revised October 2005) (earned their initial license based on industrial experience).
2. Class II
 - a) A teacher who possesses a Bachelor's Degree with 150 semester hours of credit or equivalent,

or ---
 - b) A career-technical education teacher who initially qualified for Class I under Paragraph 1-b and who possesses a five-year license.
3. Class III
 - a) A teacher who possesses a Master's Degree,

or ---
 - b) A career-technical education teacher who initially qualified for Class I under paragraph 1.b, and possesses an Associate's Degree or higher in their teaching field or a related field and possesses a five (5) year license shall be placed on Class III. No teacher shall be reduced in class under terms of this contract provision.

E. Initial Salary of New Teachers

1. The initial salary of any teacher shall be the appropriate minimum salary in the column of the salary schedule for which the teacher qualifies, plus credit for prior experience as provided in ORC 3317.13. Out-of-state teaching experience shall be granted in the same manner as in-state experience as currently provided for in the Ohio Revised Code. Only new hires after 7/1/01 shall be eligible for out-of-state experience under this provision. No employee shall be reduced in experience or classification as a result of this provision of the contract.

2. Career-technical education teachers shall receive one (1) year salary credit for every two (2) years of related full-time, full year career-technical experience for all years of experience in that field over five, except that no teacher shall be given more than eight (8) years credit steps on the salary schedule.

F. Supplemental Contracts

1. Supplemental contracts may be issued for duties performed before or after the regular workday during the school year or before or after the regular school year. Such duties are beyond the regular teaching contract duties and shall be set forth in a limited supplemental contract of one (1) year.
2. Each employee required to perform supplemental duties shall be issued individual limited contracts that include:
 - a) Duration of supplemental contracts.
 - b) Title of supplemental contract position.
 - c) Amount of supplemental compensation (including hourly rate if applicable) to be paid during the duration of the contract.
3. Written job description(s) shall be attached to each supplemental contract when and where appropriate and complied with in performing supplemental duties under a supplemental contract.
4. Payment
 - a) Payment of supplemental contracts is based on actual services being performed (time worked either on an hourly basis or daily basis). This pay will be combined with the next scheduled regular pay. Sick leave and personal leave are not applicable to supplemental contract duties.
 - b) Teachers who leave the district prior to completion of supplemental contract duties due to resignation, retirement, unpaid leave, or other reasons, shall be subject to have deducted from their remaining pay the amount equal to services not rendered as determined and calculated by the District Treasurer.
5. A member of the bargaining unit offered a supplemental contract shall execute and return such contract to the Treasurer no less than 15 calendar days from the date of issuance. Failure to execute and timely return shall constitute a resignation of such offer of employment.
6. Posting and filling of supplemental positions shall be in accordance with Article IV of this contract. Teachers shall be compensated and/or given release time for supplemental duties for which they are employed in accordance with the negotiated supplemental salary schedule. The Board need not fill any or all positions listed on the schedule and the Board reserves the right to incorporate teacher supplemental contract duties into regular duties of administrators employed by the Board. The Superintendent shall determine whether and when to fill a vacancy. The Board may add positions to the schedule, delete positions, or combine positions from year to year in its

sole discretion subject only to a duty to give the Association notice and an opportunity to bargain about the supplemental salary (or hourly rate) for any new or changed position.

7. Supplemental contracts automatically shall expire at the end of their term without action or notice by the Board.

8. Planning Period Class Assignments

- a) The Board shall pay a teacher on a pro-rated basis (based on the total periods of the master schedule in force) at his or her per diem rate of salary for teaching a regularly scheduled career-technical class in lieu of an assigned period for evaluation, conference and planning.
- b) If the Board requests and an academic teacher agrees to do so, the Board shall pay the teacher on a pro-rated basis (based on the total periods of the master schedule in force) at his or her per diem rate of salary in lieu of an assigned period for evaluation, conference and planning.
- c) Payment for this supplemental contract shall be divided into equal installments based on the starting date of the contract and included with the employee's regular pay.

9. Club and Activity Advisors

- a) Teachers serving as career-technical education club advisors, NHS advisor, Student Council advisor, SADD advisor, Yearbook advisor, and Student Activity Funds Faculty Coordinator (SAFFC) shall be issued supplemental contracts paid according to the schedule (below).
- b) All advisors, with the exception of the SAFFC, shall provide the Director with the recommendation for allocation of club advisor supplemental salary based on:
 - 1) A written constitution approved by the Director.
 - 2) A written program of activities.
 - 3) A schedule of meetings to be held throughout the school year.
 - 4) An annual club activity budget submitted to the Treasurer.

c) Club advisor supplemental contract payments will be made according to the chart (below). No monthly time sheets are required.

d) Position	% of Base Salary	Payment Schedule
Career-Technical Education		
Club Advisors	2.25%	
	(per career-tech class)	Nov, Jan, Mar, Jun
NHS Advisor	<u>4.00%</u>	Nov, Jan, Mar, Jun
SADD Advisor	<u>4.00%</u>	Nov, Jan, Mar, Jun
Student Council Advisor	7.00%	Nov, Jan, Mar, Jun
Yearbook Advisor	<u>8.00%</u>	Nov, Jan, Mar, Jun

SAFFC	7.00%	Nov, Jan, Mar, Jun
<u>HSTW Coordinator</u>	<u>7.00%</u>	<u>Nov, Jan, Mar, Jun</u>
<u>Empower</u>	<u>4.00%</u>	<u>Nov, Jan, Mar, Jun</u>

The payments detailed in the schedule (above) shall be combined with the first bi-weekly pay in the months indicated.

- e) The Peer Mediation Coordinator will be assigned a duty period to carry out peer mediation responsibilities and other duties.

The payments detailed in the schedule (above) shall be combined with the first bi-weekly pay in the months indicated.

10. Extended Time

- a) The term "extended time" describes work by a teacher on a supplemental contract performed before noncontracted days during or after the regular teacher work year.
- b) Extended time shall be paid at a per diem rate in accordance with the teacher's placement on the regular salary schedule for that school year.
- c) Each workday on extended time shall consist of eight (8) hours, which includes a duty-free one-half hour for lunch.
- d) Supplemental contracts for extended time shall be issued on an annual basis, with the number of workdays specified in the contract.
- e) Time sheets for extended service supplemental contracts shall be submitted within 30 days of the end of the month in which the work was performed. The only exception to this provision shall be that work performed in June must be submitted on time sheets no later than the last workday of the month. Extended time contracts shall be combined with the next scheduled bi-weekly payroll run after the payroll department receives the approved timesheet.

11. Teachers who perform supplemental duties that do not fall under the categories above shall be issued supplemental contracts and shall be paid as follows:

a)
$$\frac{\text{Class I, Step 0}}{183} \times 10.4 \% = \text{hourly rate}$$

- b) The rate established in a) (above) shall not prohibit payment at a higher rate of pay if such a rate is provided for in special grants or other funding. The rate in a) (above) shall be considered the minimum, but not the maximum for supplemental contracts.
- c) A teacher who performs period substitute duties during his/her planning period shall be paid according to the formula below for each period of substitute duty performed.

$$\frac{\text{Class I, Step 0}}{183} \quad X \quad 10.4 \% \quad = \quad \text{per period rate}$$

12. School Bus Driver (Certificated Employee) Supplemental Contract

- a) Any certificated employee who is required to drive a school bus (a vehicle used for carrying more than nine (9) passengers) will be given a supplemental contract with no pay for the purpose of insurance liability.
- b) Practical Nursing (PN) instructors, who are included in the bargaining unit and employed prior to the effective date of this negotiated agreement, shall not be required to drive a school bus to transport students for off campus clinical instruction.

13. Teacher participation in any other activities after the regular school day (teacher workday) shall be voluntary unless required or covered by a supplemental contract.

G. Tuition Reimbursement

See Article VIII, V (LPDC) for details of the tuition reimbursement benefit.

H. Severance Pay

1. Only teachers with five or more years of actual full-time service (of 120 days or more) in the Mid-East Career and Technology Centers shall be eligible for severance pay.
2.
 - a) Within 30 days of a retired teacher's submission to the Treasurer of proof that he/she has begun receiving retirement payments from the State Teachers Retirement System, the Treasurer shall issue checks to the teacher for severance pay in an amount equal to one-fourth of the teacher's accumulated and unused sick leave based on the teacher's regular rate of pay at the time of retirement. The payments shall be made in two equal installments. The first payment shall occur within 30 days of the presentation of proof to the Treasurer that the retiree has begun receiving STRS retirement payments, and the second payment shall be made on the first January payroll date the following year.
 - b) Notwithstanding subsection a), if a teacher provides written notice to the Treasurer on or before March 1 of the school year of retirement, the teacher will receive all of his/her severance pay within sixty (60) days of the effective date of his/her retirement.
3. Severance payments shall be based on the daily rate of pay for the employee's regular teaching contract under which he/she is employed the last full year of employment. Supplemental contracts are excluded from this calculation.
4. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the teacher at that time. Such payment shall be made only once to a teacher.

5. A teacher is eligible for retirement severance pay only one time under the terms of this negotiated agreement.

6. An employee will not qualify for severance pay if not requested before 180 calendar days after separation of employment from Mid-East.

I. Vehicle Usage/Mileage Rates

1. If the transportation of students is not involved, an employee may choose to use a school vehicle (if available) or personal vehicle for professional leaves or job related visitations. However, if two or more employees are traveling to the same visitation on the same day, the Board shall only pay one mileage reimbursement unless traveling together is not cost effective for the district.
2. If use of a teacher's personal vehicle is required in the course of performing his/her job, the Board shall reimburse the teacher for mileage at the IRS rate.

J. Pay Periods and Payroll Deductions

1. Payroll Dates

- a) Teachers' regular teaching salaries will be paid in 26 equal installments provided seven (7) workdays of the school calendar have elapsed. If the first pay is prior to the completion of the seven (7) workdays, then the salaries will be paid in 27 equal installments. The Treasurer shall provide teachers with at least a six (6) month notice prior to the year in which a 27 pay schedule will occur. During the Christmas recess, teachers may have their paychecks mailed to them. Stamped, self-addressed envelopes must be provided by the instructor.
- b) Pay days shall be every other Friday, whether or not that day is a scheduled school day. The following exceptions to this provision are:
 - 1) Christmas Day, New Year's Day, or other holidays which would cause the general closing of financial institutions, then the pay date shall be the Thursday before the holiday.
 - 2) If the scheduled pay date falls on the Friday after Thanksgiving, then the pay date shall be the Wednesday before Thanksgiving.
- c) Direct deposit of paychecks via electronic transfer shall be required of all bargaining unit members as of 9/1/07.

2. Payroll Deductions

a) Tax Sheltered Annuities

Tax sheltered annuity deductions have been authorized by the Board of Education for bargaining unit members. Any member wishing to participate should contact the insurance company of his/her choice for the proper forms and file the completed forms with the Treasurer's Office.

There will be only one open enrollment period per school year in which to make any changes, enroll, or discontinue in the program. This period shall be in the month of October, with deductions to begin with the first pay of the following month. Payroll deductions for the annuities shall be divided equally between the first and second payroll checks issued each month.

Members may make changes in or discontinue the program at any time during the year.

Any annuity programs for purposes of deduction must have a minimum of five (5) employee participants. All employee annuity programs in existence prior to 1-1-87 with less than five (5) participants will remain in effect. Any changes in annuity program provider after 1-1-87, even if the employee is presently participating in a program, must meet the new requirements.

b) ACTE and Ohio ACTE Dues

ACTE and Ohio ACTE dues shall be payroll deducted on a continuing basis for members of ACTE and Ohio ACTE as long as sufficient district funding is available to prepay the dues and as long as it is in compliance with state auditor guidelines. Payroll deduction to occur over ten consecutive pay periods.

c) Credit Union

Payroll deduction for deposit to credit union is available to teachers. A teacher may designate an amount to be deducted, change the amount to be deducted, or may discontinue the deduction at any time during the school year. Deductions shall begin or be changed pursuant to the teacher's authorization within 30 days of the teacher's submission of the authorization to the Treasurer. The amount to be deducted shall be taken from each regular salary paycheck.

d) OEA Fund For Children and Public Education

Payroll deductions shall be made for OEA members who wish to contribute to the OEA Fund for Children and Public Education. Deductions shall be made each pay period. Changes in these deductions may be made by the member four times a year, October 15, January 15, April 15, and July 15.

e) Uniform Deductions

Payroll deduction for the rental of uniforms is available to teachers. A copy of the signed rental uniform enrollment agreement must be received in the payroll department by September 10 with deductions to be made in equal installments (including the third pay of the month) from the second pay in September through the last payroll date after the end of the regular school year calendar.

3. Workshop Stipend

Teachers that are requested by the administration to attend professional development or school-improvement related conferences or workshops on non-contract days shall be paid a stipend of **\$165** per day. Stipend will be paid in full- or half-day increments. Certain activities for which teachers have previously been compensated at full per diem under the terms of an extended time contract shall not be affected by this provision. Teachers shall be paid this stipend if they are attending the pre-service workshops required for certification/licensure prior to their first year of teaching. This stipend is in addition to the usual reimbursement for professional visitations which include mileage, transportation costs, parking, meals, lodging, and registration fees.

K. National Board Certification

1. The Board recognizes that National Board Certification is an important step in a teacher's professional development. A stipend of up to \$1,500 per year will be awarded to any member who possesses National Board Certification for each year in the life of the certificate. No member shall collect more than a combined total of \$2,500 per year from both the State of Ohio and the Mid-East Career and Technology Centers Board of Education.
2. The National Board Certification stipend will be paid with the first bi-weekly pay in July following verification of such certification to the Treasurer.

ARTICLE VII - INSURANCE BENEFITS

A. Health Insurance

1. The Board shall provide a Comprehensive Major Medical plan of benefits based upon the specifications below. Each employee shall be provided a copy of the schedule of benefits and the riders between the Board of Education and the insurance company or a third-party administrator.

\$100 Individual Deductible
\$200 Family Deductible
80/20 of the first \$2,000 of covered services
\$500 Out of Pocket for an Individual
\$1,000 Out of Pocket for a Family
\$2,000,000 Maximum Coverage Per Individual
60 Days or \$25,000 Per Year Coverage for Inpatient
Mental and Nervous and Substance Abuse
\$2,000 Per Year for Outpatient Counseling Payable at the
50% co-Insurance Level

Additional "riders" for the following optional benefits shall be obtained:

\$500 Supplemental Accident Benefit
\$250 Physical Examination Benefit in Annual or Bi-Annual Increments
100% Diagnostic Testing and Lab Services

100% Payment for Outpatient Surgery
 Mail Order Generic Drug Benefit

2. Hospitalization Waiver Incentive

- a) Any eligible full-time employee hired prior to 7/01/01 who waives in writing his receiving benefits for single health insurance coverage under Section (A) will receive a stipend of \$800 based on a 12-month period and payable at the end of the 12-month period.
- b) Any eligible full-time employee hired prior to 7/01/01 who waives in writing benefits for family health insurance coverage under Section A will receive a stipend of \$1,600 based on a 12-month period and payable at the end of the 12-month period.
- c) Regular part-time employees hired prior to 7/01/01 (who work 20 hours per week or more) will be eligible for the stipend on a pro-rata formula as follows:

Contracted		Contracted		Total	
<u>Days Worked</u>	X	<u>Hours Per Day</u>	=	<u>Hours</u>	=
183 days		7 hours per day		1281 hours	=
					___% of stipend

B. Dental Insurance

1. Employees shall be entitled to a dental plan with the following coverage:

- a) Class I - Preventive Services 100% of usual & customary rate
- b) Class II - Basic Restorative 80% of usual & customary rate
- c) Class III - Major Restorative 70% of usual & customary rate
 (Prostodontics) (with annual maximum benefits not to exceed \$1,500 per insured)
- d) Class IV - Orthodontics 60% of usual & customary rate
 (lifetime benefit not to exceed \$1,000 per insured)

C. Monthly Premiums

For combined health and dental insurance, the Board shall contribute 85% of the total premium costs and the employee shall contribute 15% of the total premium cost. The employee shall not pay more than a maximum of **\$350** per month for combined family coverage and **\$147** per month for combined single coverage during year one of the contract, **\$350** per month for combined family coverage and **\$147** per month for combined single coverage during year two of the contract, and \$350 per month for combined family coverage and \$147 per month for combined single coverage during year three of the contract. Should an employee elect to receive only the dental insurance, the maximum employee monthly insurance premium shall be \$10 per month.

D. Eligibility

- a) In an employer-employee type group, all full-time employees are eligible for participation based on board-paid premiums in effect under Section A of this article.
- b) Regular part-time employees (who work 20 or more hours per week) are eligible to receive pro-rata board-paid premium on the following formula:

$$\begin{array}{rcccl} \text{Contracted} & & \text{Contracted} & & \text{Total} \\ \text{Days Worked} & \times & \text{Hours Per Day} & = & \text{Contract} \\ 183 \text{ days} & & 7 \text{ hours per day} & & 1281 \text{ hours} \\ & & & & = \text{ ___\% of} \\ & & & & \text{Board-paid} \\ & & & & \text{premium for} \\ & & & & \text{health insurance} \end{array}$$

E. Insurance Advisory Committee

The Board may choose self-funding, partial self-funding or conventional insurance in providing these benefits. Any separate fund established for self-funding reserves shall be kept separate and apart from the General Fund. The Association shall appoint two representatives to serve on an Insurance Advisory Committee to make recommendations regarding self-funding reserves and establishment of premiums with possible changes in current health insurance coverage as outlined above. The committee shall meet quarterly.

F. Life Insurance

1. The Board will provide group term life insurance coverage of \$45,000 for full-time and regular part-time employees at no cost to the employee including accidental death and dismemberment and waiver of premium for disability, and if allowed by the carrier, the teacher may purchase additional insurance through payroll deduction at the teacher's expense.
2. Regular part-time employees (who meet the eligibility requirements of the carrier on the basis of required hours of employment per week) are eligible to receive pro-rata board-paid premium on the following formula:

$$\begin{array}{rcccl} \text{Contracted} & & \text{Contracted} & & \text{Total} \\ \text{Days Worked} & \times & \text{Hours Per Day} & = & \text{Contract} \\ 183 \text{ days} & & 7 \text{ hours per day} & & 1281 \text{ hours} \\ & & & & = \text{ ___\% of} \\ & & & & \text{Board-paid} \\ & & & & \text{Group life} \\ & & & & \text{Insurance} \end{array}$$

G. Liability Insurance

The Board shall defend and indemnify teachers as required by Ohio law.

ARTICLE VIII – WORKING CONDITIONS

A. Expense Reimbursement – Club Advisory and Convention Delegates

1. Approved mileage may be granted for club advisors if in the opinion of the Director and Superintendent the trip is warranted and is in compliance with board policy for teacher attendance at state-approved, out-of-district group meetings and activities.
2. One advisor or one designated alternate may be approved at the Superintendent's discretion to attend the career-technical student organizations national conventions on an approved professional or job-related visitation. Limitations shall be one such visitation per year and a maximum dollar allocation for expenses of \$700 per year with amounts above \$700 approvable at the Superintendent's discretion. The designated advisor or alternate will be determined by vote of all faculty members in that respective department.
3. A representative selected by MEEA to attend the ACTE National Convention will be reimbursed for the actual, reasonable and necessary expenses of attending the ACTE National Convention up to \$700, with amounts above \$700 approvable at the Superintendent's discretion.

B. Expense Reimbursement – Advisors

Teacher advisors of student participants that are requested to attend national contests and so certified by the State Department of Career-Technical and Adult Education may be approved for a maximum of \$700 with amounts above \$700 approvable at the Superintendent's discretion. A teacher advisor will not be allowed to attend more than one national contest per year.

C. Duty-Free Lunch

Ohio Revised Code, Section 3319.072. Each teacher employed by the Board of Education of a school district shall be granted at least 30 minutes for lunch each school day, during which time he/she shall not be required to perform any school activity.

The granting of the lunch period to a teacher shall not be cause for lengthening the school day.

D. Work Day and Work Year

1. The regular teacher workday (excluding extended time) shall consist of seven (7) hours **and 15 minutes** except for **one (1)** day each month for meetings as determined by the administration. In addition to the general advance notice of meetings in the beginning of the year, each meeting shall be called only upon 48 hours advance notice and will be for one hour beyond the normal dismissal time but not to exceed a total workday of eight (8) hours. If feasible, the administration shall give at least 24 hours notice of cancellation of a meeting under this paragraph.

Meetings will be held only when necessary and only for the minimum duration needed to accomplish necessary business. These meetings will be scheduled on the same day of the week unless a necessity requires change. The decision of administrators to call meetings they deem necessary under this paragraph is not subject to the grievance procedure.

- a) Teachers on approved leaves shall not be required to make up meetings missed, but shall be responsible for all information distributed at such meetings.
- b) Teachers who miss meetings, other than on approved leaves, shall be responsible for all information distributed at such meetings. The administration reserves the right to hold a make-up meeting(s).

2. Additional Meetings

- a) Secondary teachers will be required to work four (4) evening meetings for the purpose of Program Advisory Committee, Open House, New Student Orientation night and the Student Certificate Ceremony. The Administration shall provide the staff with at least one month advance notification of the time, date, and nature of these meetings.
 - 1. The Fall Advisory Committee Banquet shall not exceed 2 hours.
 - 2. Open House shall not exceed 1 ½ hours.
 - 3. New Student Orientation night shall not exceed 1 ½ hours.
 - 4. The Student Certificate Ceremony shall not exceed 3 hours.
 - 5. Only one staff meeting will be held in the months when the above meetings are held.
- b) Bargaining unit members assigned to the adult continuing education department will be required to work two (2) meetings not to exceed two (2) hours each. One of the meetings will be scheduled and used for the purpose of adult graduation. The remaining meeting will be scheduled and used for purposes as determined by the Administration with advance notification to staff.
- c) Use of sick leave and personal leave for these meetings will be in accordance with Article V, Section A & F. Notification of use of leave will be made in advance with the teacher's immediate supervisor except in a case of an emergency.

3. Preparation Time

- a) Preparation time for secondary bargaining unit members shall be the equivalent of one (1) class period of continuous time during the work day except as affected by implementation of Article VI, F, 8 of this contract. Preparation time for bargaining unit members assigned to the adult continuing education department shall be the equivalent of one class period/module (not required to be continuous) during the work day.

- b) Preparation time provided during the teacher's workday is non-pupil contact time for preparing to provide quality teaching activities and instruction. This time shall be for phone calls and conferences (students, parents, advisory committees), professional study, lesson preparation, evaluation conferences, career-technical education youth club business or other personal use necessary for carrying out the duties of assignment.
4. The regular teacher work year shall consist of 183 workdays. The work year for teachers new to the district shall consist of 185 days, which shall include two days of orientation prior to the first regular paid workday. The hours for orientation days shall be 9:00 a.m. to 3:00 p.m. including a 30-minute lunch. This section is exclusive of bargaining unit members assigned to the adult continuing education department whose regular work year shall consist of days necessary to complete their educational program requirements.

The first contract day each year shall be used primarily for professional development. Training sessions shall be designed by the Local Professional Development Committee and the School Improvement Advisory Council. This professional development day shall be held on Monday of the first five-day week of the school year. The second day of the year (Tuesday) will be used for necessary administrative and start-up activities. One half of this day shall be unscheduled, providing staff with three and one-half hours of uninterrupted time to prepare for the opening student day, Wednesday. The MEEA shall be provided the opportunity to meet for one hour with its members at both career centers during that half of the day set aside for administrative and start-up activities. The MEEA will have input on necessary calendar changes resulting from the move to a 183 day work year.

5. Students will be dismissed a full day to accommodate a Parent/Teacher conference.
- a) Two (2) sessions, equivalent to 2.5 hours each, shall be scheduled.
 - b) The time schedule for these sessions will be mutually agreed to by the Superintendent and Association President.
 - c) The Association President will be given the opportunity to provide input to the Superintendent as to the possible date(s) and times that the conferences may be scheduled. The Superintendent retains the right of final decision in establishing the dates for recommendation to the Board of Education.

E. Period Substitutes

1. Regular teachers who have been issued a special period substitution supplemental contract may be asked to substitute for one period of the school day when a substitute cannot be obtained. No teacher shall be required to serve as a period substitute.

2. If a teacher agrees to substitute during his/her planning period, the teacher will be reimbursed according to the provisions of Article VI, F, 11, c. Such time will be on the pre-approval of the administration and shall be paid on monthly time sheets with the next scheduled bi-weekly payroll run after the payroll department receives the approved timesheet.
3. This provision does not prevent teachers from agreeing between or among themselves to voluntarily, and without pay, cover each other's classes for ¼ day or less with prior approval by the appropriate administrator. If a teacher secures coverage by another instructor, he/she is not required to apply for sick leave or personal leave.

F. Non-Teaching Duties

1. The Board, Administration, and Association recognize that teachers are required to perform duties other than classroom teaching during the workday. These duties include, but are not limited to, supervision of students in halls, restrooms, cafeterias, buses, and parking lots.
2. These duties will be scheduled on as fair and equitable a basis as is possible. A written schedule shall be prepared by the campus director(s). Teachers will perform duties as assigned unless excused with prior approval of the Director or his/her designee.
3. Every effort shall be made by the Board and Administration to reduce or eliminate non-teaching duties.

G. Course of Study

1. The Board of Education recognizes the professional expertise of its staff and will provide for academic input in all matters relating to the curriculum.
2. Bargaining unit members who are assigned and required to write or revise a course of study after the effective date of this agreement will be paid a stipend of \$200 for each course of study which is written or revised when it is recommended, accepted, and approved by the Board of Education. The course of study stipend shall be combined with the last bi-weekly pay in either the months of November, January, March, June, or August. The sole approval by the Board of Education is subject to change by the State Board of Education and/or the State Superintendent of Public Instruction (State Department of Education).

H. Teachers shall not be required to attend presentations by commercial business sales representatives soliciting for profit making purposes.

I. Class Size

1. The administration shall strive to schedule class sizes as equitably as possible. Class size shall be balanced to the greatest degree possible. The class size limit for academic classes shall be 28. This count shall be taken no later than 12 days after the beginning of the student school year. Additional

students may be scheduled if agreed to by the teacher. Classroom size limits may be reduced in accordance with the identified need level of the students served.

2. The proposed class schedule shall be posted by August 1 prior to the school year in order to allow for teacher response.

J. The administration shall work toward the goal of maintaining classroom climates that are conducive to the teaching/learning environment.

K. The administration shall not knowingly violate the doctrine of separation of church and state as outlined and defined by federal and state legislation and/or court decisions as they may pertain to enforcement of this doctrine. Should there be a violation by the administration, the teacher(s) will be held harmless from any resulting legal action.

L. Class Coverage

1. Class coverage will be provided by another teacher, administrator, or substitute anytime a teacher with regularly assigned students is absent for 1/4 day or more.
2. This provision does not restrict teachers in arranging for voluntary class coverage with another instructor for situations involving youth club activities, use of personal leave or sick leave for one-quarter (1/4) day or less, and other specific circumstances involving short periods of time with prior approval of his/her immediate supervisor. It is understood that this coverage is by mutual agreement of the parties involved and does not obligate the district to additional pay for this coverage nor will this time be deducted from the accumulated leave of the teacher(s).

M. Telephones

1. Teachers who do not have individual phone stations shall have telephone messages delivered to them within 15-20 minutes of the time the message is taken. This provision is not subject to the grievance procedure.
2. The Board agrees to use all information which it may acquire regarding a teacher's use of the telephone system only for the purposes of maximizing the productivity of the system and guarantees the confidentiality of all such information.

N. Weather Delays

If the normal start of the school day is delayed due to inclement weather conditions, secondary staff bargaining unit members will report for work based on the designated time delay. This section is exclusive of bargaining unit members assigned to the adult continuing education department.

O. District Forms

1. Upon compliance with established district timelines, teachers shall be notified of the approval or denial of leaves, visitations, facility usage requests, vehicle requests, and other requests which require a timely response no later than 48 hours prior to usage.
2. In the case of personal leave where 48 hours notice is not possible, the notification of approval or denial shall be made as soon as possible prior to the requested leave.

P. School Improvement Advisory Council

1. School Improvement Advisory Councils will be established at each career center. The membership on each council shall be the building director (or his/her designee) and a maximum of one (1) person appointed at large by the building administrator, plus the MEEA President (or his/ her designee) and a maximum of seven (7) persons selected to be representative of the teaching staff at the discretion of the MEEA President. The coordinator of the school improvement process (or his/her designee) will serve as a liaison to the School Improvement Advisory Council unless said person is appointed by the MEEA President or the building director.
2. These councils should meet at least monthly during the school year or at other mutually agreeable dates. The advisory council will establish its own rules of procedure including the selection of a presiding chair. Any staff member shall have the right to bring a concern before the council by requesting to be on the meeting agenda 48 hours prior to the meeting. Membership on this council is strictly voluntary. During special district activities and projects, members of the council may request attendance by the Superintendent, Treasurer, or other administrators to communicate and discuss these activities and to receive input from staff members.
3. The purpose of these councils shall be to aid in communications between the professional staff members and the school administration to discuss and resolve problems within the school, discuss ways to improve the delivery of educational services, discussion of building level policy and procedures, student discipline, clarify issues and questions, and exchange and disseminate information. The findings and reports of these councils are not binding and shall not be construed as negotiations or result in modifications or additions to this agreement.
4. The agenda and minutes of the School Improvement Advisory Councils shall be sent to the Superintendent.

Q. Hirings

1. Current teaching staff shall be requested to voluntarily participate in the interview of teacher candidates. Those staff members requested to participate shall be of the same teaching discipline and/or staff that will need to establish a working relationship for the benefit of students in the integration of

academics with career-technical education programs. The administration shall consider the input of the staff involved in the interview process in selecting a candidate for recommendation to the Superintendent. The Superintendent retains the right of final selection in the recommendation of a teacher candidate for employment by the Board of Education.

2. The Association President will be given the opportunity to provide input to the Superintendent as to a possible final candidate(s) being considered for a building level administrator position. The Superintendent retains the right of final selection in the recommendation of an administrative candidate for employment by the Board of Education.

R. Teacher Responsibilities

1. A teacher of a student assigned to the Pathways Alternative School (or similar facility) shall cooperate in the program for that student by providing assignments which constitute up to 10 days of work that would ordinarily have been performed had the student not been transferred. Student assignments beyond the 10 days are the responsibility of the professional staff at the alternative school.
2. A teacher on an extended leave of absence from his/her regular teaching assignment shall be expected to provide the substitute with an outline of the material the teacher would like to be covered, general guidelines for the substitute to follow in instructing the students, goals the substitute should try to achieve, and expected outcomes the students should achieve. Additionally, the teacher shall share appropriate teaching resources with the substitute to aid in educational activities. It is not the responsibility of the teacher to complete weekly lesson plans, photocopy assignments, grade assignments, or prepare tests. The teacher is not primarily responsible for calculating grades, but shall consult with the substitute as to the methods and practices used to prepare quarterly grades.
3. A teacher of a student being provided home instruction due to pregnancy or other medical condition shall provide the same weekly assignments that his/her class is doing to the home tutor. The teacher is expected to rely on the support services staff (GRADS, Student Services, etc.) to communicate with the tutor and transmit assignments and other materials.

S. Secondary/Adult Education Cooperation

1. Instructors in the secondary and adult education departments of the Mid-East Career and Technology Centers are colleagues who share in the work of career-technical education for the citizens of our CTPD. As colleagues, they should maintain a cooperative relationship with one another as they share the facilities of the district. Although neither group of instructors are required to perform work or services for one another, both should strive to maintain the district's facilities in a manner that enables both to do the job they have been employed to do. Classrooms and laboratories should be maintained in a manner that will enable both departments to carry out their missions. This includes making equipment available to anyone using the facilities and

leaving the laboratory or classroom in the same condition it was found. If an instructor has a concern with the manner in which his/her counterpart is conducting instruction, he/she should communicate the details of the concern to the appropriate administrator in his department who shall resolve the concern with the administrator of the other department.

2. Secondary teaching staff shall be requested through the Association President to participate in the interviewing process for part-time and full-time adult education teaching positions. Those staff members requested to participate shall be of the same teaching discipline that will need to develop a working relationship for the benefit of successful program/lab operation. The Superintendent retains the right of final selection in the recommendation of a teacher candidate for employment by the Board of Education.
3. Through the Association President, secondary teaching staff shall also be given the opportunity to be involved in the orientation process for new adult education instructors.

T. District Computer Network Access

Bargaining unit members shall be provided Internet access on school premises using the district network under the following appropriate use policy:

1. Staff use of the Internet shall be for educational purposes, career exploration, professional development, and self-discovery.
2. Staff shall not use the district Internet access for profit-making or other personal commercial ventures.
3. Staff may not use school accounts for making purchases of products and/or services. Any purchases by staff of any kind must follow the established purchase order procedures of the district.
4. Violations of this appropriate use policy by bargaining unit members shall be dealt with using the discipline procedures detailed in this negotiated agreement.
5. Staff are not responsible for the misuse of the district network by students under their supervision. Staff who become aware of student misuse of the network shall follow established student discipline procedures in correcting student behavior.
6. Staff members will sign the Staff Network and Internet Acceptable Use and Safety Agreement.

U. Local Professional Development Committee

- A. Local Professional Development Committee (LPDC) shall be established under the following guidelines:

1. The LPDC shall be composed of five members, three (3) appointed by the MEEA President and two (2) appointed by the Superintendent.
2. The term of office of the LPDC members shall be five years. For the initial operation year, terms shall be staggered so that only one seat will become vacant during any year. For this purpose, the MEEA members' initial terms shall be for 1, 3, and 5 years; the Superintendent's appointees shall have initial terms of 2 and 4 years. Vacancies shall be filled by appointment by the appropriate appointing authority.
3. Association LPDC members shall receive a stipend of 4% of the base salary in effect for work performed up to 50 hours and \$20 per hour thereafter.
4. The district shall provide office space, file storage facilities, office equipment, and clerical help as much as is practical.
5. The LPDC shall establish its by-laws and operating procedures in keeping with the laws of the state of Ohio.
6. The LPDC shall be responsible for:
 - a. The review and approval of Individual Professional Development Plans (IPDPs) of all district professional employees,
 - b. The review and approval of all college credit, CEUs, or other equivalent activities,
 - c. The review of its own activities, procedures, and operations,
 - d. The pre-approval of all college course work under the terms of the Tuition Reimbursement sections of this negotiated agreement,
 - e. The approval of payments to bargaining unit members of Tuition Reimbursement under the terms of this negotiated agreement,
 - f. The promotion and planning of professional development activities, workshops, seminars, or other training sessions, and
 - g. The establishment of an appeals process for staff members who object to a decision of the LPDC.
7. An annual budget for the operation of the LPDC shall be funded to a level of \$27,500 by the district and include:
 - a. Tuition reimbursement funds as established in the Tuition Reimbursement section of this negotiated agreement,
 - b. Operations expenses,
 - c. Stipends for association members of the LPDC, and
 - d. Funds for professional development of district staff.
8. Tuition reimbursement funds shall not be used to send staff members for training which has as a major impact the upgrading of the instructors program, including such things as attaining certification for the career-technical education programs. These activities shall be expensed as professional visitations under the terms of this contract and the policies and procedures of the district.

V. Tuition Reimbursement

1. Subject to the limitations stated below, the Board shall reimburse full-time teachers for tuition costs, up to 70% of actual tuition to **a** maximum of **\$300** per semester hour for a course in the teacher's area of certification/licensure and assignment and at a like rate for equivalent courses or activities in the area of certification/licensure of a teacher. The total to be paid by the Board for tuition reimbursement will be \$25,000 per fiscal year. Any carryover amount shall roll each year of the life of this agreement. Applicants will be approved on a first come, first-serve basis until funds are depleted with the understanding that, in as much as is possible, consideration shall be given to employees seeking reimbursement in the following order: 1) new certificate and license work, 2) renewal of existing certificates and licenses, 3) upgrades of certificates and licenses. Credits will be accepted and recognized at the discretion of the Local Professional Development Committee in accordance with law, guidelines from the Ohio Department of Education, and the operational rules established by the Local Professional Development Committee.
2. Limitations:
 - a) Prior to initiating any course work or equivalent activities to be submitted for reimbursement, the Tuition Reimbursement Form must be completed online on MyLearningPlan and submitted for approval to the Local Professional Development Committee.
 - b) A teacher holding any certificate or license must complete the next school year as a teacher in the district. If a teacher fails to satisfy this obligation, the amount for which that teacher has been reimbursed under the preceding sentence shall be immediately due and payable by deduction from the remaining paychecks due the employee.
 - c) Career-technical teachers working on a license are eligible to apply for tuition reimbursement. Individuals who receive reimbursement under this provision must complete the school year as a teacher in the district after securing their five (5) year license. If a teacher fails to satisfy this requirement or fails to secure a five (5) year license, is non-renewed, terminated, or voluntarily resigns failing to meet the requirement of working for the district one school year after obtaining a five (5) year license, the amount reimbursed under this section shall be due and payable by deduction from the remaining paychecks due the teacher. Any balance due after payroll deduction shall be collectible directly from the employee. This provision shall not apply if the Board abolishes the program to which the teacher is assigned and/or the teacher's contract is suspended due to a reduction in force.
 - d) Course work must be scheduled at times that do not interfere with normal duties during the workday of the teacher.
 - e) No teacher will receive the full board tuition reimbursement if he/she receives grants, payments or scholarships from some other source for

tuition. These amounts shall be deducted from the tuition amount reimbursable by the Board of Education.

- f) Under no circumstances shall the Board reimburse both the cost of attending an in-service program and the tuition for credit hours earned. Costs, or partial costs, of attending in-service workshops are reimbursable professional visitations at the rates established by the Board of Education.
- g) The teacher must present a receipt showing payment of tuition costs and proof of satisfactory completion (determined by the Local Professional Development Committee) to the Treasurer with copies to the Local Professional Development Committee. Proof of satisfactory completion of the course shall consist of an official transcript or grade report from the college, university, or sponsoring organization or other documentation determined by the Local Professional Development Committee. If a grade report is submitted, the teacher must submit an official transcript to confirm credit for the course within 60 days of the grade report, or any amount reimbursed will be deducted back out of the paycheck.
- h) Application for reimbursement of tuition costs and payment of such reimbursements shall be made during the next scheduled accounts payable run.
- i) Reimbursement shall occur for a maximum of 10 semester hours per teacher taken during the period of July 1 – June 30. For purposes of determining the fiscal year, a course shall be deemed to have been taken in that fiscal year in which the course or activity was begun.
- j) Newly hired career-technical teachers following the **Alternative Resident Educator** application to the salary schedule (Article VI, C) shall be reimbursed for a maximum of 14 semester hours per teacher taken during the period of July 1 – June 30 for the first two years of their employment. For purposes of determining the fiscal year, a course shall be deemed to have been taken in that fiscal year in which the course or activity was begun.

After the first two years of employment for these career-technical teachers expires, these career-technical teachers shall be reimbursed according to Article VIII, V, 2, I above.

W. Dual Certification/Licensure

Any teacher expected to obtain certification/licensure in a second teaching area shall receive contracts in the same sequence (see Article VI, Section A) as other teachers provided they are regularly licensed in one area of instruction.

X. Resident Educator Program

- 1. The Ohio Resident Educator Program is a four-year induction system of support and mentoring for new teachers who will be referred as Resident**

Educators. The four-year program culminates in the completion of a statewide summative, performance-based assessment called the Resident Educator Summative Assessment (RESA). Successful completion of the residency program is required for a Resident Educator to qualify for a five-year professional educator license.

2. Under the direction of a Resident Educator Program Coordinator (administrator assigned by the Superintendent), the Mid-East Career and Technology Centers provides this support for Resident Educators in the district working under a resident educator license or an alternative career-technical resident educator license.

3. A Resident Educator Committee shall be established and will meet regularly to guide this program by following the established guidelines and procedures set forth by the Ohio Department of Education. The Committee shall consist of certified mentors, resident educators, and secondary administrators. This committee shall also make recommendations to fill open mentor/facilitator positions and suggest additional instructors to become certified as trained mentors/facilitators as deemed necessary.

4. Schedule

a) Year 1 and Year 2 - All Resident Educators under the Resident Educator Program will be assigned by the Resident Educator Committee an ODE certified, trained mentor each year.

b) Year 3 - The Resident Educator will participate in the RESA if recommended by the Resident Educator Committee and will be assigned a facilitator. If the Committee does not feel the Resident Educator is ready to participate in RESA, the Resident Educator will be assigned a mentor.

c) Year 4 - If the Resident Educator passes the RESA, no mentor/facilitator is needed. If the Resident Educator took the RESA in Year 3 but four or more portions need to be retaken, then a facilitator will be assigned. If the Resident Educator did not attempt the RESA in Year 3, then a facilitator will be assigned.

5. Stipends

a) Mentors for Year 1 and Year 2 - \$1,250 each year

b) Mentors for Year 3 (if not taking RESA) - \$625

c) Facilitator for Year 3 (if taking RESA) - \$625

d) Facilitator for Year 4 (if RESA needs retaken because four or more portions were not passed or did not take RESA in Year 3) - \$625

Y. Coach Program

A newly hired teacher not involved in the Resident Educator Program will be assigned a coach to help with the transition to the District.

Coaching positions will be posted and assigned by the appropriate administrator.

Coaches will be issued a supplemental contract and will be paid monthly by submitting a time sheet in accordance with Article VI, G.

Coaches will be paid up to 20 hours for an academic teacher and up to 40 hours for a career-technical teacher. Additional hours may be approved at the Superintendent's discretion.

Z. Master Teacher Committee

A Master Teacher Committee shall be established following the guidelines outlined by the Ohio Department of Education and those listed below:

- 1. The Master Teacher Committee shall be composed of five members, three instructors, appointed by the MEEA President who have earned the Master Teacher designation or National Board Teacher Certification and two administrators appointed by the Superintendent.**
- 2. Association Master Teacher members shall receive compensation according to the provisions of Article VI, F, 11, a.**
- 3. The District shall provide office space, file storage facilities, office equipment, and clerical help as much as is practical.**
- 4. The Master Teacher Committee shall follow and implement procedures and guidelines outlined by the Ohio Department of Education in creating district procedures and guidelines.**
- 5. The Master Teacher Committee shall be responsible for:**
 - a) Promoting and explaining the Master Teacher Program to district staff members.**
 - b) Implementing procedures and requirements of the Master Teacher Program including developing district processes, procedures, and timelines.**
 - c) Facilitate the application process and assist when appropriate.**
 - d) Review and score applications.**

ARTICLE IX – GRIEVANCES

A. Definitions

1. a) A grievance is a claim by a member of the bargaining unit that the Board or one or more of its administrative or supervisory employees has violated, misinterpreted or misapplied a specific and express term(s) of this written agreement.

- b) "Class Action Grievances" may be filed provided the Superintendent and association president agree to this procedure. A class action grievance is defined as a claim by more than one member of the bargaining unit that the Board or one or more of its administrative or supervisory employees has violated, misinterpreted or misapplied a specific and express term(s) of this written agreement.
2. "Days" shall mean working days. In the summer, "days" shall mean days in which the district offices are open for business.
3. Immediate supervisor shall be the Administrator of the building or buildings in which the incident occurs, or the administrator responsible for the action from which a grievance is anticipated.

B. Rights of the Grievant and the Association

1. A grievant may appear at any step of the grievance procedure with a representative or individually, but such representative from a labor organization must be from the Association.
2. The Association may be represented at all formal steps of the grievance procedure.
3. No reprisals shall be taken against any employee initiating or participating in the grievance procedure.
4. No record, document, or communication related to a grievance shall be placed in the personnel file of the grievant.
5. Individuals in the bargaining unit have the right to present grievances and have them adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this agreement and the Association representative has the opportunity to be present at the adjustment. The appropriate administrator shall give the Association notice of the time, date and place of meetings or conferences held as part of Steps II, III and IV of the grievance procedure. However, only the grievant and the immediate supervisor shall meet at Step I.

C. Time Limits

1. a) The number of days indicated at each step in the procedure shall be the maximum. Timelines can be extended by mutual consent.
- b) If either the grievant, his/her association representative, or the administrator designated to issue disposition misses a timeline due to illness, the deadline may be extended for up to 30 days at the Board level but no more than five days at other levels of the grievance procedure. It shall be the responsibility of the absent party to make proper notification to enact this extension period.

2. If the grievant does not file a grievance in writing pursuant to Step II within 14 days after occurrence of the act or condition on which the grievance is based, or within 14 days of the time the grievant knew of or should have been aware of the act or condition on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate in writing the decision on a grievance by the administration within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. All notices of hearing, final dispositions of grievance, written grievances and appeals shall be in writing and hand delivered or mailed by ordinary first-class mail. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver. Copies of all grievances and appeals shall be sent to the appropriate supervisor, director, superintendent, and association president. Copies of written dispositions of grievances and appeals, including any arbitration award, shall be sent to the grievant, the Superintendent, and the Association President.
6. Failure to appeal a grievance does not constitute an admission that either party's position is incorrect.
7. A grievance may be withdrawn by the grievant at any level without prejudice or record, but the grievance may not be refiled.

D. Grievance Procedure

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|-------------------|--|
| Step I (Informal) | All grievances shall be filed at the lowest possible level. The grievant shall meet within 10 days of the occurrence of the cause for the grievance with his/her immediate supervisor in an attempt to settle the grievance informally. If the grievance relates to a matter beyond the authority of the supervisor to resolve, the grievant may omit Step I, reduce the grievance to writing, and file the grievance at Step III. Any grievance initiated at Step III must be filed within 14 days after the occurrence of the cause for grievance. |
| Step II | If the grievance is not resolved at the informal step, it may be pursued further by submitting a completed standard grievance procedure form to the grievant's immediate supervisor. Within five (5) days of the submission, the immediate supervisor shall write his/her disposition of the grievance. |
| Step III | If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant shall, within five (5) days, complete the standard grievance procedure form and submit |

same to the Superintendent. If the grievant so requests in writing, the Superintendent, within five (5) days, shall meet with the grievant. Within five (5) days of the submission or meeting, if a meeting is held, the Superintendent shall write his disposition of the grievance.

Step IV

If the grievant is not satisfied with the disposition of the grievance in Step III, the grievant may appeal to the Board of Education by sending a letter to the Treasurer within 10 days of the Step III disposition. Such letter must include the grievant's name, a description of the grievance, citation of the exact contract language in dispute, and a short explanation of the grievant's position, the disposition of the grievance in Step I-III, and the relief sought. The Board shall consider the grievance no later than its next regular meeting, at which time it will give the grievant and the Superintendent the opportunity to supply information and state positions. The Board shall dispose of the grievance in writing within seven (7) days of such meeting. With mutual consent of the Association and the Board, this step may be waived and the grievance may then directly proceed to Step V.

Step V

1. If the Association is not satisfied with the Step IV disposition of the grievance, it may appeal to arbitration by filing a written notice of appeal with the Treasurer within 10 days of receipt of the notice of the Board's response. The parties promptly shall request a list with the names of seven (7) arbitrators from the American Arbitration Association. The parties shall select the arbitrator by the alternate strike method, with each party first having an opportunity to request a second list.
2. The arbitrator shall schedule the hearing with the mutual agreement of the parties. The hearing shall not be scheduled in conflict with the student attendance day. Within 30 days after the close of the hearing, the arbitrator shall issue his award. His award shall be final and binding on the parties. In reaching his decision and in his award, the arbitrator shall limit himself to the grievance presented, and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written agreement. Should either party request a transcript of the proceedings, then that party bears the full costs for that transcript. Should both parties order a transcript, then the cost of the two (2) transcripts and the copy for the arbitrator if requested will be divided equally between the parties. The costs of the AAA and the arbitrator shall be borne equally by the parties.
3. This grievance procedure is the exclusive remedy for any matter which could be presented as a grievance under this article; provided, however, that either party may seek to

have an arbitration award enforced, modified or vacated in accordance with ORC Chapter 2711.

ARTICLE X – LEGISLATIVE MANDATES

A. Criminal Records Check

1. The parties acknowledge that ORC 3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she has a criminal records check and who receives a disqualifying report. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:
 - a) Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to this article and ORC 3319.39.
 - b) The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law. The employee will be permitted to have association representation at this conference if he/she desires.
 - c) The Superintendent then shall determine whether the statute requires release of the employee and shall notify him/her of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.
2. This section is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with ORC 3319.39. The bargaining unit member's release shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of employees. The release of an employee pursuant to this section is not subject to the grievance procedure.
3. It is the understanding of the parties that a criminal records check is not required of a teacher employed before October 29, 1993, for purposes of annual reemployment or employment in a position requiring a supplemental contract. After October 29, 1993, any teacher who leaves the employment of the district with a break in service due to resignation, retirement, termination, or nonrenewal, or any teacher who upgrades his/her teaching certificate will be subject to a criminal records check in accordance with ORC 3319.39.

B. Alcohol and Drug Testing

1. The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety-sensitive transportation employees who are required to have a commercial driver license (CDL). Employees affected are those who operate any vehicle with a Gross Vehicle Weight Rating of 26,001 or more pounds, or an operator of a vehicle that is designed to transport 16 or more persons. The rules require implementation beginning January 1, 1996, for employers with less than 50 safety-sensitive employees.
2. The employee(s) is/are required to report any medical use of controlled substances. An employee (driver) who is required to perform safety-sensitive functions may not report for duty or remain on duty when the individual uses any controlled substance. Illicit use of drugs by safety-sensitive drivers is prohibited, on or off duty. The Omnibus Transportation Employee Testing Act of 1991 requires school districts to conduct pre-employment, pre-duty, reasonable suspicion, random, and post-accident alcohol and controlled substance testing of each applicant for employment or of employees who are required to hold a CDL.
3. The parties recognize each party's rights and obligation pursuant to the alcohol and drug testing regulations promulgated under The Omnibus Transportation Employee Testing Act of 1991. A bargaining unit member who tests positive for alcohol or drug use pursuant to these regulations will reimburse the Board for all costs associated with confirmatory, return-to-duty, and follow-up testing, assessment, and evaluation.

C. Drug-Free Workplace

1. The Board shall adopt a policy which is in compliance with the Drug-Free Schools and Communities Act. All bargaining unit members shall receive a copy of the Board-adopted policy regarding a drug-free workplace.
2. All bargaining unit members shall refrain from unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises, or at any workplace. The employer shall provide a drug-free awareness and education program for all bargaining unit members during the normal in-service day, once every two (2) years.
3. For the purposes of these provisions, the following definitions shall apply:
 - a) "Drug abuse offenses" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.
 - b) "Workplace" is defined as any area under the control of the Board or at any board-sponsored activity regardless of location.
 - c) "On duty" is defined as required attendance at the workplace in accordance with the provisions of the Negotiated Agreement regarding hours of work and the workday.

4. Any bargaining unit member accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause, in accordance with the provisions of this agreement and applicable state law.
5. Any bargaining unit member convicted of an offense occurring in the workplace under the criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

D. Environmental Tobacco Smoke

Goals 2000: Educate America Act requires school boards to have a smoking policy which prohibits smoking within any indoor facility owned, leased, or contracted for and utilized for provision of routine or regular kindergarten, elementary, or secondary education or library services to children. This smoking ban is effective January 1, 1995.

In accordance with Board Policies #3125 ("Use of Tobacco by Professional Staff") and #7434 ("Use of Tobacco on School Premises"), the Board prohibits the use of tobacco products by professional staff members at all times in school buildings, school buses, and in school cars used to transport pre-school through high school students.

Those staff members who violate the policy and this provision are subject to federal regulations of up to a \$1,000 per violation per day fine, and may be subject to additional discipline.

E. Occupational Health and Safety

1. An employee who becomes aware of a possible health or safety hazard or violation must, before exercising his/her right under ORC 4167.06, contact his/her immediate supervisor, director, or superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this agreement. Before providing the notice pursuant to Section (B) of ORC 4167.06, the employee must exhaust the process set forth in paragraph 3 (a-b) below.
2. An employee who wishes to assert a claim of discrimination as defined in ORC 4167.13 shall use the grievance procedure of this labor agreement to assert such a claim. The grievance procedure of this agreement shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged discrimination is in connection with a nonrenewal, any claim of discrimination under ORC Chapter 4167 shall be raised only in a grievance challenge to the nonrenewal.
3. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations internally, and at the lowest possible level. Accordingly, an employee shall not file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to ORC 4167.10 until the following process has been completely exhausted:

- a) An employee shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or director within two (2) work days of the occurrence of the alleged violation.
- b) If the immediate supervisor or director does not resolve the alleged violation to the employee(s)' satisfaction, the employee(s) must file a formal complaint with the respective career center's Health & Safety Committee within two (2) work days of the supervisor's or director's response. If the supervisor or director does not respond by his/her deadline, then the employee may file his/her appeal within two (2) workdays of that deadline. The Health & Safety Committee shall meet with the employee within two (2) workdays in an attempt to resolve the alleged violation. Within three (3) workdays after the meeting, the Health & Safety Committee shall meet with the Superintendent, or his/her designee, to provide a recommendation to resolve the alleged violation. Within five (5) workdays the Superintendent or designee shall provide his/her written response to the alleged violation.

F. Family and Medical Leave

- 1. In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least 12 months and for at least 1,250 hours during the previous 12-month period is entitled to an unpaid leave of absence of up to 12 continuous weeks during any contract year (July 1 – June 30) for one of the following reasons:
 - a) because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
 - b) because of the placement of a son or daughter with the employee for adoption or foster care;
 - c) in order to care for a spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or
 - d) because of serious health condition that makes the employee unable to perform the functions of the position of such employee;
 - e) because of any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member (i.e a member of the National Guard or Reserves, but not a member of the Regular Armed Forces) on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation ("Qualifying Exigency Leave").
- 2. If the employee already has been absent during the contract year for one of the reasons listed in (a) through (d) above, the leave will be considered a part of the 12-week period such that any other leave the employee is entitled to

take under this policy will be for 12 weeks less the amount of such absent time already taken in that contract year.

3. If leave under (c) or (d) is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operation of the district. Under (c) and (d) above, the employee may request that the leave be taken intermittently. The employee may not request intermittent leave under (a) or (b).
4. No leave may be taken unless the employee submits an application form for leave to his/her supervisor at least 30 days in advance of the leave, or as soon as practicable, and approval is granted in writing by the Superintendent or designee. The employee must also provide the additional certification listed depending on the nature of the leave. If the Superintendent or designee has reason to doubt the validity of any certification, it may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent or designee may require the employee, at the Board's expense, to see a mutually agreed upon health care provider to give a final and binding opinion.
5. The employee's status, salary and benefits will not be reduced upon his or her return because of the leave. The employee will continue to receive health benefits during the term of the leave. "Health benefits" include hospital, surgical, major medical and dental benefits but do not include life insurance, disability income insurance or other benefits. The employee must pay his/her contribution to health benefits to the Treasurer by the last pay of each month if the employee wants continued coverage for the following month.
6. The Board may recover its contribution to the health benefits if the employee does not return to work after the leave for a reason other than continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control. (This refund can take place either by withholding from the employee's last check or by the employee paying the Board directly).
7. During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.
8. If an employee goes on leave due to his/her own serious health condition that made the employee unable to perform his/her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work.

ARTICLE XI – SEVERABILITY

This master agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) of the Revised Code) and all policies, rules, and regulations of the Board that are in conflict with this agreement. If any term of this agreement becomes unlawful, such term shall become void but all

other terms of this agreement shall remain in full force and effect. Either party may demand negotiations on the term which has become unlawful to bring the contract into compliance. Except for the specific date deadlines, such negotiations shall proceed in accordance with Article I (B-E).

ARTICLE XII – DURATION

This agreement shall be effective **July 1, 2013** upon ratification and approval by both parties and shall continue in full force and effect through **June 30, 2016**.

ARTICLE XIII – WAIVER OF NEGOTIATIONS

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

ARTICLE XIV – MAINTENANCE OF STANDARDS

- A. All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this contract is signed, provided that such conditions shall be improved for the benefit of employees as required by the express conditions of this contract. This contract shall not be interpreted or applied to deprive employees of advantages previously enjoyed unless expressly changed by the terms of this contract.
- B. The Association may demand impact bargaining within 15 days of notification that a change in policies or procedures triggered by State Department of Education standards, legislative mandates, or changes in board policy that affect the wages, hours, and/or working conditions granted employees under the terms of this agreement is under consideration.
- C. If agreement is not reached within 30 days, the procedure detailed in Article I, D, 5 shall be implemented.

ARTICLE XV – ENTIRE AGREEMENT CLAUSE

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

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FOR THE MID-EAST CAREER
AND TECHNOLOGY CENTERS
BOARD OF EDUCATION

Richard E. France

President

Richard L. White

Treasurer

William C. Bunnay

Superintendent

3/17/14

Date:

FOR THE MID-EAST EDUCATION
ASSOCIATION

James Schmitt

Kenneth C. Kross

3-17-14

Date:

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**APPENDIX
SUMMARY OF OHIO REVISED CODE (ORC)**

The following are summary statements of ORC in numerical order as references in this Negotiated Agreement:

- 1347.09 Files maintained by a public agency must be accurate, timely, and relevant.
- Chapter 2711 Modification or confirmation of arbitration awards.
- 3317.13 Job classification and placement of teachers on the salary schedule.
- 3319.01 The Superintendent shall direct and assign teachers and other employees of the school district under his supervision.
- 3319.02 Refers to a person who holds an administrative certificate.
- 3319.081 Contracts and termination of classified (non-teaching) employees.
- 3319.11 Covers issues relating to continuing service status and contracts, limited contracts, reemployment procedures, and hearing on denial of reemployment.
- 3319.111 Each teacher employed by the Board of Education shall be granted at least thirty minutes for lunch each school day during which time he/she shall not be required to perform any school activities.
- 3319.13 A teacher may be required to take an unpaid leave of absence if the Board determines that the teacher is physically or mentally disabled. In such case, however, the teacher is entitled to a hearing on the non-requested leave of absence in accordance with this section of law. A teacher may request a leave of absence.
- 3319.14 Military leave of absence and reemployment by the Board of Education in which he/she holds a teaching position.
- 3319.16 The contract of a teacher may be terminated for "gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause." Before terminating any contract, the employing Board of Education shall furnish the teacher a written notice signed by its Treasurer of its intention to consider the termination

of his/her contract with full specification of the grounds for such consideration.

- 3319.16 The contract of a teacher shall not be terminated without notification of a teacher of the opportunity for a hearing before the Board or before a referee. Also includes grounds for termination.
- 3319.17 In making such reductions, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall within each teaching field giving preference to teachers on continuing contract and to teachers who have greater seniority. Teachers whose continuing contracts are suspended shall have the right to restoration to continuing contract status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.
- 3319.39 A criminal records check must be conducted for every teaching applicant and all applicants for any position as "a person responsible for the care, custody, or control of a child" under final consideration for employment in a public or chartered non-public school district.
- 4117 Comprehensive collective bargaining law passed in 1983 imposing the duty upon public employers to recognize qualifying labor organizations of their employees for the purpose of collective bargaining.
- 4117.01(F) Management level employees and supervisors are among those public employees who are excluded from the provisions of the collective bargaining law.
- 4117.09(C) Required internal organizational procedures which would exempt anyone from payment of the fee who objects to joining or financially supporting an employee organization because of bona fide religious objections. However, the exempt employee is required to pay an amount equal to such a fee to a tax exempt, non-religious charitable organization.
- 4117.10(A) Laws pertaining to civil rights, affirmative action, unemployment compensation, retirement of public employees, residency requirements, and minimum standards contained in Revised Code pertaining to public education, including the requirement of a certificate by the fiscal officer, override collective bargaining agreements. Otherwise, a collective bargaining agreement controls the wages, hours, terms, and conditions of employment of

	members of the bargaining unit and its terms superseded any conflicting provisions of law.
4117.14	The general negotiations procedure which can be modified by agreement of the parties.
4117.14(D)(2)	Generally gives public employees the right to strike after contract talks have failed, provided the employee organization representing the bargaining unit has given 10-day prior written notice of its intent to strike to the employer and the State Employment Relations Board (SERB).
Chapter 4123	“Injury” includes any injury, whether caused by external accidental means or accidental in character, and result, received in the course of, and arising out of the injured employee’s employment.
Chapter 4167	Public Employment Risk Reduction Act (public sector OSHA in Ohio).
4167.06	Defines the employee’s right to refuse to perform a job assignment under certain dangerous conditions.
4167.10	Complaint and inspection procedure for safety and health inspections by the Department of Industrial Relations, Division of Safety and Health.
4167.13	Prohibits retaliation against an employee who initiates or participates in any proceeding under Chapter 4167.
5923.05	Public agencies in Ohio must pay an employee for up to thirty-one (31) days of active military duty in a calendar year.
TITLE Twenty-Nine	Ohio’s criminal code defining misdemeanors, felonies, and penalties for crimes.

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SALARY SCHEDULES

**MID-EAST CAREER AND TECHNOLOGY CENTERS
SALARY SCHEDULE
EFFECTIVE 7-01-2013**

STEP	CLASS I (BA Degree)		CLASS II (BA + 150 Hours)		CLASS III (MA Degree)	
	INDEX	ANNUAL DAILY	INDEX	ANNUAL DAILY	INDEX	ANNUAL DAILY
0	1.0000	35,657.00 194.85	1.0500	37,440.00 204.59	1.1000	39,223.00 214.33
1	1.0462	37,305.00 203.85	1.1019	39,291.00 214.70	1.1577	41,281.00 225.58
2	1.0923	38,949.00 212.84	1.1538	41,142.00 224.82	1.2154	43,338.00 236.82
3	1.1385	40,596.00 221.84	1.2058	42,996.00 234.95	1.2731	45,395.00 248.06
4	1.1846	42,240.00 230.82	1.2577	44,846.00 245.06	1.3308	47,453.00 259.31
5	1.2308	43,887.00 239.82	1.3096	46,697.00 255.17	1.3885	49,510.00 270.55
6	1.2769	45,531.00 248.80	1.3615	48,548.00 265.29	1.4462	51,568.00 281.79
7	1.3231	47,178.00 257.80	1.4134	50,398.00 275.40	1.5038	53,621.00 293.01
8	1.3692	48,822.00 266.79	1.4654	52,252.00 285.53	1.5615	55,679.00 304.26
9	1.4154	50,469.00 275.79	1.5173	54,103.00 295.64	1.6192	57,736.00 315.50
10	1.4615	52,113.00 284.77	1.5692	55,953.00 305.75	1.6769	59,794.00 326.74
11	1.5077	53,761.00 293.78	1.6211	57,804.00 315.87	1.7346	61,851.00 337.98
12	1.5538	55,404.00 302.75	1.6730	59,655.00 325.98	1.7923	63,909.00 349.23
13	1.6000	57,052.00 311.76	1.7250	61,509.00 336.11	1.8500	65,966.00 360.47
16	1.6350	58,300.00 318.58	1.7601	62,760.00 342.95	1.8875	67,303.00 367.78
19	1.6700	59,548.00 325.40	1.7951	64,008.00 349.77	1.9250	68,640.00 375.08
20	1.7050	60,796.00 332.22	1.8301	65,256.00 356.59	1.9625	69,977.00 382.39
23	1.7400	62,044.00 339.04	1.8651	66,504.00 363.41	2.0000	71,314.00 389.69
26	1.7775	63,381.00 346.34	1.9001	67,752.00 370.23	2.0375	72,652.00 397.01

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**MID-EAST CAREER AND TECHNOLOGY CENTERS
SALARY SCHEDULE
EFFECTIVE 7-01-2014**

STEP	CLASS I (BA Degree)		CLASS II (BA + 150 Hours)		CLASS III (MA Degree)	
	INDEX	ANNUAL DAILY	INDEX	ANNUAL DAILY	INDEX	ANNUAL DAILY
0	1.0000	36,131.00 197.44	1.0500	37,938.00 207.31	1.1000	39,744.00 217.18
1	1.0462	37,800.00 206.56	1.1019	39,813.00 217.56	1.1577	41,829.00 228.57
2	1.0923	39,466.00 215.66	1.1538	41,688.00 227.80	1.2154	43,914.00 239.97
3	1.1385	41,135.00 224.78	1.2058	43,567.00 238.07	1.2731	45,998.00 251.36
4	1.1846	42,801.00 233.89	1.2577	45,442.00 248.32	1.3308	48,083.00 262.75
5	1.2308	44,470.00 243.01	1.3096	47,317.00 258.56	1.3885	50,168.00 274.14
6	1.2769	46,136.00 252.11	1.3615	49,192.00 268.81	1.4462	52,253.00 285.54
7	1.3231	47,805.00 261.23	1.4134	51,068.00 279.06	1.5038	54,334.00 296.91
8	1.3692	49,471.00 270.33	1.4654	52,946.00 289.32	1.5615	56,419.00 308.30
9	1.4154	51,140.00 279.45	1.5173	54,822.00 299.57	1.6192	58,503.00 319.69
10	1.4615	52,805.00 288.55	1.5692	56,697.00 309.82	1.6769	60,588.00 331.08
11	1.5077	54,475.00 297.68	1.6211	58,572.00 320.07	1.7346	62,673.00 342.48
12	1.5538	56,140.00 306.78	1.6730	60,447.00 330.31	1.7923	64,758.00 353.87
13	1.6000	57,810.00 315.90	1.7250	62,326.00 340.58	1.8500	66,842.00 365.26
16	1.6350	59,074.00 322.81	1.7601	63,594.00 347.51	1.8875	68,197.00 372.66
19	1.6700	60,339.00 329.72	1.7951	64,859.00 354.42	1.9250	69,552.00 380.07
20	1.7050	61,603.00 336.63	1.8301	66,123.00 361.33	1.9625	70,907.00 387.47
23	1.7400	62,868.00 343.54	1.8651	67,388.00 368.24	2.0000	72,262.00 394.87
26	1.7775	64,223.00 350.95	1.9001	68,653.00 375.15	2.0375	73,617.00 402.28

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**MID-EAST CAREER AND TECHNOLOGY CENTERS
SALARY SCHEDULE
EFFECTIVE 7-01-2015**

STEP	CLASS I (BA Degree)		CLASS II (BA + 150 Hours)		CLASS III (MA Degree)	
	INDEX	ANNUAL DAILY	INDEX	ANNUAL DAILY	INDEX	ANNUAL DAILY
0	1.0000	36,612.00 200.07	1.0500	38,443.00 210.07	1.1000	40,273.00 220.07
1	1.0462	38,303.00 209.31	1.1019	40,343.00 220.45	1.1577	42,386.00 231.62
2	1.0923	39,991.00 218.53	1.1538	42,243.00 230.84	1.2154	44,498.00 243.16
3	1.1385	41,683.00 227.78	1.2058	44,147.00 241.24	1.2731	46,611.00 254.70
4	1.1846	43,371.00 237.00	1.2577	46,047.00 251.62	1.3308	48,723.00 266.25
5	1.2308	45,062.00 246.24	1.3096	47,947.00 262.01	1.3885	50,836.00 277.79
6	1.2769	46,750.00 255.46	1.3615	49,847.00 272.39	1.4462	52,948.00 289.33
7	1.3231	48,441.00 264.70	1.4134	51,747.00 282.77	1.5038	55,057.00 300.86
8	1.3692	50,129.00 273.93	1.4654	53,651.00 293.17	1.5615	57,170.00 312.40
9	1.4154	51,821.00 283.17	1.5173	55,551.00 303.56	1.6192	59,282.00 323.95
10	1.4615	53,508.00 292.39	1.5692	57,452.00 313.95	1.6769	61,395.00 335.49
11	1.5077	55,200.00 301.64	1.6211	59,352.00 324.33	1.7346	63,507.00 347.03
12	1.5538	56,888.00 310.86	1.6730	61,252.00 334.71	1.7923	65,620.00 358.58
13	1.6000	58,579.00 320.10	1.7250	63,156.00 345.11	1.8500	67,732.00 370.12
16	1.6350	59,861.00 327.11	1.7601	64,441.00 352.14	1.8875	69,105.00 377.62
19	1.6700	61,142.00 334.11	1.7951	65,722.00 359.14	1.9250	70,478.00 385.13
20	1.7050	62,423.00 341.11	1.8301	67,004.00 366.14	1.9625	71,851.00 392.63
23	1.7400	63,705.00 348.11	1.8651	68,285.00 373.14	2.0000	73,224.00 400.13
26	1.7775	65,078.00 355.62	1.9001	69,566.00 380.14	2.0375	74,597.00 407.63

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**MID-EAST CAREER AND TECHNOLOGY CENTERS
FULL-TIME SUBSTITUTE SALARY SCHEDULE**

EFFECTIVE 7-01-2013

<i>STEP</i>	<i>INDEX</i>	<i>ANNUAL DAILY</i>
0	1.0000	26,744.00 146.14
1	1.0462	27,980.00 152.90
2	1.0923	29,213.00 159.63
3	1.1385	30,449.00 166.39
4	1.1846	31,681.00 173.12
5	1.2308	32,917.00 179.87
6	1.2769	34,150.00 186.61
7	1.3231	35,385.00 193.36
8	1.3692	36,618.00 200.10
9	1.4154	37,854.00 206.85
10	1.4615	39,087.00 213.59

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**MID-EAST CAREER AND TECHNOLOGY CENTERS
FULL-TIME SUBSTITUTE SALARY SCHEDULE**

EFFECTIVE 7-01-2014

<i>STEP</i>	<i>INDEX</i>	<i>ANNUAL DAILY</i>
0	1.0000	27,100.00 148.09
1	1.0462	28,352.00 154.93
2	1.0923	29,601.00 161.75
3	1.1385	30,853.00 168.60
4	1.1846	32,103.00 175.43
5	1.2308	33,355.00 182.27
6	1.2769	34,604.00 189.09
7	1.3231	35,856.00 195.93
8	1.3692	37,105.00 202.76
9	1.4154	38,357.00 209.60
10	1.4615	39,607.00 216.43

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**MID-EAST CAREER AND TECHNOLOGY CENTERS
FULL-TIME SUBSTITUTE SALARY SCHEDULE**

EFFECTIVE 7-01-2015

<i>STEP</i>	<i>INDEX</i>	<i>ANNUAL DAILY</i>
0	1.0000	27,460.00 150.05
1	1.0462	28,729.00 156.99
2	1.0923	29,995.00 163.91
3	1.1385	31,263.00 170.84
4	1.1846	32,529.00 177.75
5	1.2308	33,798.00 184.69
6	1.2769	35,064.00 191.61
7	1.3231	36,332.00 198.54
8	1.3692	37,598.00 205.45
9	1.4154	38,867.00 212.39
10	1.4615	40,133.00 219.31

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FORMS



REQUEST FOR PROFESSIONAL/JOB-RELATED VISITATION

3243 F1

Campus/Center Location: _____

Name _____ Date _____

The above named staff member requests permission to be released from his/her regular duties without loss of pay to participate in the following:

Professional Development Job/Program Related Visitation Youth Club Related

Substitute Required Yes No If yes, for which period(s) _____

Nature of Meeting _____

Date of Meeting _____ Time of Meeting _____

Place of Meeting _____ Method of Travel _____

Estimated Request of Reimbursement:

TYPE OF EXPENSE	ESTIMATED EXPENSE
Meals	
Lodging	
Registration-If registration fee is to be paid prior to meeting, please attach requisition and registration form.	
Transportation/Parking	
Total	

Fund to be charged for this visitation:

ACCOUNT	FUND	FUNC	OBJ	SCC	SUBJECT	OU	IL	JOB
Meetings								
Mileage								

Previous days this school year of: Professional Development _____ Job-Related _____ Youth Club _____

A copy of the program or outline must be attached to this request.

Statement of benefits to be derived from visitation _____

Employee Signature _____

Supervisor/Director _____ Date _____ Approved Disapproved

Superintendent _____ Date _____ Approved Disapproved

BOARD OF EDUCATION (Out-of-State Only) Date _____ Approved Disapproved

If denied, please state reason _____

Distribution: 1-Information Mgmt

1-Unit Administrator

1-Employee

Rev. 2/04

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**JOB-RELATED AND PROFESSIONAL VISITATION
EXPENSE STATEMENT**

3243 F2

Campus/Center Location: _____

Name: _____ Date: ____/____/____

Nature of Meeting: _____

Date(s) of Meeting: _____

Place of Meeting: _____

ITEMIZED EXPENSES

Meals _____ Receipts are **NOT** required. **UP TO \$42.00 PER DAY**-partial days will be prorated as follows: Breakfast-\$6.00, Lunch-\$11.00, and Dinner-\$25.00. Partial days shall be determined as follows:

Breakfast: departure prior to 7:00 a.m. or return after 9:00 a.m.

Lunch: departure prior to 12:00 p.m. or return after 1:00 p.m.

Dinner: departure prior to 5:00 p.m. or return after 6:00 p.m.

Indicate departure date and time: _____ (Do not include additional time

Indicate return date and time: _____ spent on personal matters.)

(Alcoholic beverages may not be claimed.)

Lodging _____ Actual cost per night including all taxes. Individuals are expected to share rooms whenever possible. Hotel original invoice(s) **MUST** be attached. Credit card receipts are not acceptable.

Other _____ Parking, registration, etc.-Original receipts **MUST** be attached. Registration-actual cost, *excluding* cost of membership in the organization and entertainment.

Transportation _____ Actual cost of ticket for airplane, train, bus, etc. plus tax. Original receipts **MUST** be attached. Travel in privately owned automobile shall be: Mileage computed from your place of origin, whether home or work and return at the IRS mileage rate. Point-to-point mileage claims may be adjusted by the Board of Education to conform to P.U.C.O. Publication #21, Ohio Motor Transportation Mileage Guide.

(Total miles _____ @ IRS rate per mile=\$_____)

TOTAL \$ _____

FUND	FUNC	OBJ	SCC	SUBJECT	OU	IL	JOB	AMOUNT

This expense statement is to be used for ALL OUT-OF-DISTRICT visitations including those visitations where only mileage will be submitted. Attached a copy of approved Visitation Request (3243 F1) and Visitation Report Form (3243 F3) before submitting for payment.

Employee Signature: _____ Date: ____/____/____

Immediate Supervisor: _____ Date: ____/____/____

Unit Administrator: _____ Date: ____/____/____

Superintendent: _____ Date: ____/____/____

Distribution: 1-Info. Mgt. 1-Treasurer 1-Employee

Rev. 11/07/06

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VISITATION REPORT FORM

3243 F3/4243 F3

Campus/Center Location: _____

Staff Member _____

Program _____ Date of Meeting _____

Purpose: Professional Development _____ Job Related _____ Youth Club Related _____

Name/Subject of Conference _____

Location _____

Objective of Meeting _____

Manner in which objective was/was not met: (provide brief summary of how the meeting did or did not meet your professional/job related needs. Include your personal program objectives in the summary).

How do you plan to utilize the material/information presented in your program? (Be specific)

Copy of material enclosed? Yes No

Would you recommend this conference to others? Yes No

After attending this program, I feel competent to conduct Inservice in the following areas:

1. _____

2. _____

Employee Signature _____ Date _____

(Use the back of this form for additional information)

Distribution: 1-Superintendent 1-Unit Administrator 1-Employee

Rev. 2/04

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Month _____, 20_____

**MID-EAST CAREER AND TECHNOLOGY CENTERS
IN-DISTRICT MILEAGE REPORT**

6320H F1

Visitation Report and Coordinator
Log Sheets Attached _____
(check)

Campus/Center Location: _____

Date					Miles	Purpose	Amount
1	From	to		& return			
2	From	to		& return			
3	From	to		& return			
4	From	to		& return			
5	From	to		& return			
6	From	to		& return			
7	From	to		& return			
8	From	to		& return			
9	From	to		& return			
10	From	to		& return			
11	From	to		& return			
12	From	to		& return			
13	From	to		& return			
14	From	to		& return			
15	From	to		& return			
16	From	to		& return			
17	From	to		& return			
18	From	to		& return			
19	From	to		& return			
20	From	to		& return			
21	From	to		& return			
22	From	to		& return			
23	From	to		& return			
24	From	to		& return			
25	From	to		& return			
26	From	to		& return			
27	From	to		& return			
28	From	to		& return			
29	From	to		& return			
30	From	to		& return			
31	From	to		& return			

FUND	FUNC	OBJ	SCC	SUBJECT	OU	IL	JOB

Total miles @ IRS Rate per mile.....
 Parking (attach receipts).....
 Total Requested for Reimbursement.....

I certify that the statements made hereon are true, that the mileage listed was actually driven on Mid-East business and that the expenses incurred were in accordance with Mid-East Board of Education rules and regulations.

Distribution: 1 – Unit Administrator 1 – Treasurer 1 – Employee (WILL BE RETURNED)

Employee

Unit Administrator

Superintendent

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REQUEST FOR UNION LEAVE

3432 F2

Employee's name: _____ Date submitted: ____/____/____

Campus/Center: _____

Date for which Union Leave is requested: _____

Number of hours requesting: _____

A substitute will, will not be required.

Employee Signature

____/____/____
Date

Association President Signature

____/____/____
Date

Immediate Supervisor Signature

____/____/____
Date

Director Signature

____/____/____
Date

Superintendent Signature

____/____/____
Date

Distribution: 1-Association President 1-Immediate Supervisor 1-Director
1-Superintendent 1-Treasurer

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INTENT TO SECURE ADDITIONAL CERTIFICATION
CERTIFIED STAFF

3242 F2

Name _____ Date ____ / ____ / ____

Present Instructional Position _____

Additional Certification and Area of Certification(s) to be obtained by July 1 deadline:

Type _____
Provisional, Professional, Permanent (Area's)

Type _____
Provisional, Professional, Permanent (Area's)

Type _____
Provisional, Professional, Permanent (Area's)

This form must be submitted to the Superintendent **by May 1** based on a reduction in force.

Course work for purposes of additional certification shall not be eligible for tuition reimbursement under Article VI (F).

Employee Signature _____ Date ____ / ____ / ____

Immediate Supervisor Signature _____ Date ____ / ____ / ____

Director Signature _____ Date ____ / ____ / ____

Superintendent Signature _____ Date ____ / ____ / ____

- Distribution: 1-Superintendent
- 1-Employee File
- 1-Unit Administrator
- 1-Applicant
- 1-Association President

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Board of Education of the Mid-East Career and Technology Centers ("Board") and the Mid-East Education Association ("Association") on the dates set forth below.

1. The Board and the Association hereby agree that the parties shall follow the attached teacher evaluation procedures, effective with the 2013-2014 school year.
2. The Board and the Association further agree that they shall review these procedures following the 2013-2014 school year and shall discuss possible changes to the procedures based upon the parties' experiences with the process during the 2013-2014 school year.

**BOARD OF EDUCATION
OF THE MID-EAST CAREER
AND TECHNOLOGY CENTERS**

**MID-EAST EDUCATION
ASSOCIATION**

Richard France 12/09/13
Date

Kevin Schott 12-16-13
Date

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MEMORANDUM OF UNDERSTANDING

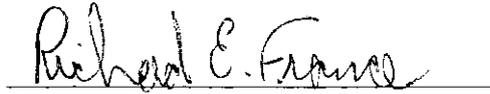
This Memorandum of Understanding is entered into by and between the Board of Education of the Mid-East Career and Technology Centers ("Board") and the Mid-East Education Association ("Association") on the dates set forth below as it relates to teacher credentialing scholarships.

1. Individual teachers applying for this funding will use these funds for the sole purpose of teacher credentialing to teach dual enrollment courses within the current district.
2. The maximum scholarship per teacher is \$5,000.00.
3. The district agrees to release these funds at 100% for payment of tuition, books, and other approved expenses upon completion of the course and with the following documentation provided: grade of C or better in the course and receipts for tuition costs and other approved expenses.
4. Once the individual's maximum funds are depleted, the negotiated tuition reimbursement language in the MEEA Negotiated Agreement will be in effect and may be utilized.



Mid-East Education Association
President

3-14-14
Date



Board of Education President

03/10/2014
Date

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Board of Education of the Mid-East Career and Technology Centers ("Board") and the Mid-East Education Association ("Association") on the dates set forth below.

1. The Board and the Association hereby agree that the school calendar for 2014-2015 will deviate from contract language to allow for school to begin with professional development days on Thursday, August 28, 2014 and Friday, August 29, 2014 and the students' first day will be Tuesday, September 2, 2014.
2. The Board and the Association understand and acknowledge that this Memorandum of Understanding is entered into to address specific needs and shall not set any precedent for any future situations arising between the parties.



Mid-East Education Association
President

3/14/14
Date



Board of Education President

03/10/2014
Date

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