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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MEDINA COUNTY JOINT VOCATIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and

MEDINA COUNTY VOCATIONAL CENTER EDUCATION ASSOCIATION

July 1, 2013 through June 30, 2016

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ARTICLE I

RECOGNITION PROCEDURE

1.01 RECOGNITION AND SCOPE OF BARGAINING UNIT

- 1.011 The Board of Education of the Medina County Joint Vocational School District (hereinafter Board) recognizes the Medina County Vocational Center Education Association (hereinafter Association) as the exclusive bargaining representative for all full-time and part-time regularly employed high school classroom teachers, licensed/certificated media personnel, school nurse, guidance counselors, occupational evaluators, long-term substitutes, and Career Development coordinators.
- 1.012 Except as otherwise specified in Article VIII, Section 8.08 of this Agreement, a "part-time" employee is an employee whose regularly assigned work schedule satisfies at least one (1) of the following criteria:
1. If employed in an instructional capacity, the work schedule must include at least four (4) class periods, three (3) of which must be instructional, per day for the work year described in Article VIII, Section 8.01 of this Agreement;
 2. If employed in a non-instructional capacity, the work schedule must include at least three and one-half (3-1/2) hours per day for the work year described in Article VIII, Section 8.01 of this Agreement; or
 3. Whether employed in an instructional or non-instructional capacity, the work schedule must include at least ninety-two (92) full work days, as described in Article VIII, Section 8.02 of this Agreement, over the course of the school year.

Such part-time employees shall be covered only by the following provisions of this Agreement:

Article II

Article III

Article V, Section 5.01 (prorated)

Article V, Section 5.06 (prorated)

Article V, Section 5.07

Article V, Sections 5.08 and 5.10

Article VI (as specified)

Article VII, Section 7.01 (prorated)

Article VII, Section 7.07, subsection 7.072

Article VII, Section 7.06

Article IX (with the Board's contributions prorated, and the further understanding that Section 9.07 does not apply)
Article XI, Sections 11.02 and 11.06
Article XV.

1.013 Long-Term Substitutes

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. By the 61st day of employment, all long-term substitutes shall receive a written contract of employment. Long-term substitutes may be utilized to fill positions that are open due to approved leaves of absence and/or to fill vacancies which arise after August 15th. A long-term substitute other than for an approved leave of absence shall not be utilized to fill a vacancy for more than one school year.
2. The duration of employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. However, long-term substitutes hired on or before November 1st will be evaluated in accordance with Board Policy or Article X (depending on whether they are covered under OTES). The provision of evaluations shall not create an expectancy of continued employment under either Article X – Evaluation Procedure, or Sections 3319.11, 3319.111 or 3319.112 of the Ohio Revised Code.
3. Neither the provisions of Article VI – Reduction in Staff, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes, whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.
4. Long-term substitutes will be informed of their status upon employment.
5. Beginning with the 61st day of employment, long-term substitutes shall be placed on the BA-0 step of the salary schedule.
6. If the employment of a long-term substitute extends beyond one year due to an approved leave of absence of a bargaining unit member, the long-term substitute shall be advanced to the next step of the pay scale, assuming that they worked a minimum of one hundred twenty (120) days of at least three and one-half (3 1/2) hours per day in the prior year.

7. To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace same. Except as otherwise specified above, nothing herein shall be deemed to affect the rights and benefits of long-term substitutes available under this Agreement and law.

1.02 ASSOCIATION RIGHTS

1.021 Right to Organize

A bargaining unit member shall have the right to join or not to join any organization for his/her professional and/or economic improvement. Membership shall not be a condition of employment or continued employment.

1.022 Right to Use Mailboxes

Use of school mailboxes without cost to the Association.

1.023 Right to Make Announcements

Association announcements may be made at regularly scheduled staff meetings at the conclusion of the administrative agenda or on the public address system after school is dismissed.

1.024 Right to Use Designated Bulletin Boards

The bulletin board in the faculty workroom shall be used, but not exclusively, for the purpose of posting Association information.

1.025 Right to Use Facilities, in Accordance with Board Adopted Procedures

Word processing and printing equipment may be used if materials and supplies are provided by the Association and use does not conflict with school operations. Copies may be made on Board-owned copy equipment at the rate of five cents (\$.05) per copy.

1.026 Right to Have Association Dues Deducted

Upon the written authorization of a bargaining unit member, dues shall be deducted in consecutive pays beginning with the first pay in November and until all dues for that school year have been fully paid, provided that:

- A. The Association notifies the Board Treasurer, by October 20 of any year, of the amount of such deductions.

- B. Authorization is filed with the Board Treasurer on appropriate forms between September 1 and October 20 by each bargaining unit member.
- C. It is understood that authorization is irrevocable and continuing except that notification of a desire to withdraw from payroll deduction will be honored by the Board Treasurer if submitted in writing by the bargaining unit member between by September 15.

1.027 Right to Have the Agreement

The Agreement shall be produced and posted on the MCCC portal by the Board.

1.028 Agenda and Minutes and Board Meetings

The Association President shall designate up to two (2) bargaining unit members who will be provided electronic access to copies of all minutes of official Board meetings and all other documents that Board members receive and copies of all materials distributed to Board members at official Board meetings.

1.029 Labor-Management Committee

- A. The Board and Association agree to establish a Labor-Management Committee to consist of no more than three (3) members appointed by the Association President and no more than three (3) members appointed by the Superintendent.
- B. The Federal Mediation and Conciliation Service shall be requested to provide orientation and training for members of the Committee.
- C. The Committee does not replace the grievance process.
- D. Unless otherwise mutually agreed, one (1) meeting will be held per month with the exception of July. The agenda for meetings will be established in advance by the Association President (or designee) and the Superintendent (or designee).
- E. The Labor-Management Committee will establish an ad-hoc programming/enrollment/recruitment committee to review programming, program guidelines, and strategies for the recruitment of students for new and existing course offerings. The committee will report to Labor-Management

no later than November and will meet no less than twice prior to providing that report. This provision is not meant to preclude post-November Committee review as circumstance arises.

- F. In no event shall a Committee meeting be cancelled without mutual agreement. In the event that no items have been submitted by the agenda item deadline, then minutes from past meetings will be evaluated for purposes of revisions and evaluation of effectiveness.

1.03 FAIR SHARE FEE

- 1.031 The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Agreement¹. 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.
- 1.032 The notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred (100%) percent of the unified dues of the UEP (MCVCEA, NEOEA, UniServ, OEA, NEA) dues of the Association, shall be transmitted by the Association to the Board's Treasurer by September 15th of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by September 15th the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee).
- 1.033 The Board's Treasurer will deduct the fair share fee from the paychecks of bargaining unit members on the first pay date which occurs on or after January 15th annually.

In case of newly hired bargaining unit members after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a. Sixty (60) calendar days employment in a bargaining unit position; or

¹This provision shall not apply to any bargaining unit members who, as of April 30, 2009, were not members of the Association and it is expressly agreed that these individuals will never be required to pay a fair share fee.

b. January 15th.

- 1.034 Upon termination of membership during the membership year, the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) calendar days from the termination of membership.
- 1.035 The Fair Share Fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmember which conforms to the provisions of Section 4117.09 (C) of the Ohio Revised Code.
- 1.036 No teacher is required to become a member of the Association.
- 1.037 The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association.
- 1.038 The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed; and (2) 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.
- a. The Association reserves the right to designate counsel to represent and defend the Board; provided however that the Board reserves the right to employ co-counsel at its own expense.
- b. 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.

1.04 NO REPRISALS

There will be no reprisals against bargaining unit members by reason of his/her membership in the Association and/or by virtue of participation in any of its activities.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 INITIATING MEETINGS

A written request for negotiations shall be made by either party, not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this Agreement. A meeting date shall be set no later than fifteen (15) days after receipt of the request unless both parties agree to a later date. The request shall be presented to the Superintendent or Association President according to whom is the requesting party. All proposals from both parties shall be presented in writing at the opening session. A listing of items is not acceptable for purposes of this Section. No new items may be added after the original presentations, without mutual consent of the parties.

2.02 REPRESENTATION

The Board and the Association shall each be represented at all negotiating meetings by a team of negotiators, not to exceed five (5) in number.

2.03 MEETINGS

The negotiating teams shall meet at reasonable times in a sincere effort to reach mutual understanding and agreement on issues submitted for negotiations. While meetings will normally take place outside regular school hours, should it be mutually agreed that it is desirable to hold a meeting during school hours, the Board shall provide substitutes for committee members. Committee members shall be considered in full-time service and relieved of all regular duties, while attending negotiations during school hours.

2.04 GOOD FAITH BARGAINING

Both parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith. Good faith bargaining shall mean that both parties shall consider all issues of bargaining submitted in the bargaining process, and shall refrain from unexplained changes of positions and from raising new and additional issues calculated to avoid the reaching of an agreement. This does not compel either party to agree to a proposal, nor require the making of a concession. All proposals and counter-proposals shall be submitted in writing.

2.05 CAUCUS

Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party to caucus.

2.06 ADJOURNMENT

There shall be no time limit for any session, however, either party shall be granted adjournment at any time. A subsequent meeting date shall be established prior to the conclusion of each session if there is further business to conduct. The Board will make facilities of the Career Center available for negotiation meetings at no cost. However, either party may request that negotiations be conducted at a mutually acceptable neutral meeting site. The cost for such facility will be borne by the party making the request.

2.07 CONSULTANTS

Professional and Lay Consultants (not to be considered observers) may be called by either party for consultation on matters under discussion at the expense of the requesting party.

2.08 EXCHANGE OF INFORMATION

Either party shall furnish, upon request of the other, within a time to be decided upon by mutual agreement, all available information pertinent to the issue under consideration. Information considered private by Federal or State statute shall not be considered available information.

2.09 REPORTING

Negotiating teams may keep constituents informed of progress during negotiations. In order for final agreement reached at negotiations sessions to become binding upon the two (2) parties it shall be reduced to writing, signed by the chairpersons of the negotiating committees, ratified by the Association, and approved by the Board. Ratification and approval of the agreement shall be recorded in the official minutes of the Board.

2.10 ALTERNATE PROCEDURE

Both parties may agree to an alternate procedure for conducting negotiations. In all cases, however, the mediation provisions of Sections 2.12 and 2.13 below shall continue to apply unless expressly and specifically waived by written mutual agreement.

2.11 AGREEMENT

While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their negotiation representative shall be clothed with the necessary power to make proposals, consider proposals, and make concessions in the course of negotiations.

2.12 DISAGREEMENT

If agreement is not reached within thirty (30) days prior to the expiration of this agreement as provided for in Section 2.01 above, either party may request that the Federal Mediation and Conciliation Service provide a mediator to assist the parties.

2.13 EXCLUSIVITY OF PROCEDURE

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in ORC Section 4117.14. Mediation, as set forth in Section 2.11 above, constitutes the parties mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in ORC Section 4117.14. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), ORC Section 4117.14(D)(2) will apply.

ARTICLE III

GRIEVANCE PROCEDURES

3.01 DEFINITIONS

- 3.011 Grievance - is an alleged violation of, misinterpretation of, or misapplication of the terms of this Agreement.
- 3.012 Grievant - shall be an individual bargaining unit member or the Association acting on its own behalf or on behalf of the bargaining unit member(s).
- 3.013 Days - shall mean calendar days with the further understanding that, except for the thirty (30) day deadline appearing in subsection 3.022 below, days will be suspended during any federally recognized holiday, the Christmas break, the spring break, and the summer recess, unless the parties agree otherwise.
- 3.014 Rights of Grievant - The lodging and resolving of grievances shall be the right of each bargaining unit member and the Association acting on its own behalf or on the behalf of bargaining unit members. However, the resolution of any grievance shall not be inconsistent with the terms of this Agreement.
- 3.015 Unless otherwise mutually agreed, the grievant and Association Grievance Representative will receive a minimum of twenty-four (24) hours written notice prior to a grievance meeting held under this Article. For purposes of this Article, email notification may be utilized during the school year, but certified mail is required during winter, spring, and summer breaks.

3.02 PROCEDURE

3.021 Informal Step

If a bargaining unit member believes there is a basis for a grievance, the member is encouraged to first discuss the matter with his/her immediate supervisor or other involved administrator in an effort to resolve the problem informally.

3.022 Step I

A bargaining unit member shall file a written grievance (Appendix B), clearly setting forth all reasons for the grievance, with his/her immediate supervisor within thirty (30) days following the act or condition which is the basis for the grievance. Failure to file a written grievance within this time will result in

the grievance being waived. The immediate supervisor shall, within fourteen (14) days following the filing of the written grievance, deliver to the grievant and the Association Grievance Representative a completed grievance decision form (Appendix B-1) on which he/she shall have clearly set forth the reasons for his/her decision. If the grievant is not satisfied with the disposition of the grievance at Step I, he/she may, within fourteen (14) days of receiving the Step I disposition, proceed to Step II.

3.023 Step II

If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, he/she may appeal, in writing (Appendix B), to the Superintendent. A hearing shall be conducted by the Superintendent within fourteen (14) days after receipt of the grievance. The Superintendent shall, within fourteen (14) days following the hearing, deliver to the grievant and the Association Grievance Representative a completed Grievance Decision Form (Appendix B-1) on which he/she shall have clearly set forth the reason(s) for his/her decision.

3.024 Step III

- A. If the Grievant is not satisfied with the disposition of the grievance at Step II, he/she may request the Association to demand a hearing before an arbitrator; however, only the Association will have the right to process a grievance to arbitration.
- B. The Association shall file such demand with the Superintendent and the American Arbitration Association within twenty-one (21) days after receipt of the written disposition at Step II.
- C. Selection of the arbitrator and the conduct of any arbitration hearing shall be governed by the American Arbitration Association's Voluntary Labor Arbitration Rules. The American Arbitration Association's administrative fee shall be shared equally by the Board and Association.
- D. The cost of the arbitrator's fees and expenses, hearing room, if any, court reporter, and transcript shall be shared equally by the Board and the Association.
- E. The decision of the arbitrator shall be rendered as promptly as possible and shall be binding on all of the parties. The

arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the Agreement.

3.03 MISCELLANEOUS

3.031 Failure of Administrator/Grievant to Respond

- A. Should the appropriate administrator fail to act within the prescribed time limitations, the grievant may proceed to the next level of the procedure.
- B. Should the grievant/Association fail to act within the prescribed time limitations, the grievance will be considered waived and further action barred.

3.032 Grievant's Right to Representation

The grievant shall have the right to have a representative present at all conferences/hearings which are part of this procedure.

3.033 Administrator's Right to Representation

The appropriate administrator may be accompanied by a representative at all levels of the procedure.

3.034 Association's Right to Representation

The Association shall have the right to have a representative present at all conference/hearings. The Association Representative shall be allowed to speak for the Association regarding the grievance and any proposed resolution of the grievance.

3.035 Confidentiality of Grievance Files

All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file or included in any other record pertaining to the individual grievant.

3.036 Timelines may be extended upon mutual agreement of all parties.

3.037 A grievant shall not be subjected to any reprisal by reason of the grievant's filing of a grievance or participation in this grievance procedure. The filing of a grievance that alleges a violation of this provision shall automatically waive and bar any right to assert such a claim under the unfair labor practice provisions of ORC Chapter 4117. Similarly, the filing of an unfair labor practice

charge under Chapter 4117 asserting such a reprisal shall automatically waive and bar any right to assert such a claim under this Article.

ARTICLE IV

INDIVIDUAL CONTRACTS

4.01 LENGTH OF LIMITED CONTRACT

4.011 Initial Limited Contract

A bargaining unit member new to the District shall be granted a one (1) year limited teaching contract.

4.012 Second Limited Contract

A bargaining unit member re-employed for a second or third year shall receive a one (1) year limited teaching contract.

4.013 Fourth Limited Contract

A limited contract renewed for a fourth time and beyond will be either for one (1) or two (2) year(s) in duration as recommended by the Superintendent.

4.014 Achieving Eligibility for Tenure

A. A bargaining unit member with four (4) or more successful consecutive teaching years in the District who meets the eligibility criteria for continuing contract status under law during the term of a limited contract shall, if, and only if, recommended by the Superintendent and approved by the Board, be granted a continuing contract within thirty (30) calendar days after such Board approval irrespective of the amount of time remaining on the limited contract. However, a bargaining unit member who has attained continuing contract status elsewhere will be eligible for tenure at the end of his/her second year with the District in accordance with state law.

B. A bargaining unit member presently employed on the last year of a limited contract who files evidence after March 15 of the contract year showing eligibility for continuing contract status may be issued a one (1) year regular limited contract for the succeeding school year to permit the Board adequate time to evaluate the employee. This one-year contract shall not be construed as an extended limited or probationary contract under ORC Section 3319.11. To the extent that this procedure varies with that set forth in ORC Section 3319.11, this language supersedes and replaces same.

4.02 CONTINUING CONTRACTS

A continuing contract shall be issued to an eligible bargaining unit member, pursuant to ORC Sections 3319.08 and 3319.11.

4.03 TERMINATION OF AN EXISTING CONTRACT

Termination of a contract of a bargaining unit member shall be in accordance with ORC Section 3319.16 and related statutory provisions. The release of an employee pursuant to ORC Section 3319.39 shall be governed by the provisions of that statute.

4.04 NON-RENEWAL OF A LIMITED CONTRACT

4.041 Notice of Intent to Recommend Non-Renewal

The Superintendent shall notify a bargaining unit member by personal service or certified mail by June 1 of any given year if it is the Superintendent's intention to recommend the non-renewal of the individual's limited contract.

4.042 Right to Reason(s) for Recommendation of Non-Renewal

A bargaining unit member who is notified of the Superintendent's intention not to recommend renewal of his/her limited contract may within ten (10) days of receipt of such notice request a meeting with the Superintendent to discuss the reason(s) for the intended recommendation. If requested, such reason(s) shall be in writing. At such meeting, the bargaining unit member may be accompanied by an Association representative.

4.043 Right Following Board Action to Non-Renew

A bargaining unit member whose limited contract has been non-renewed by the Board after the member was recommended for re-employment by the Superintendent may request a meeting with the Board, in executive session, to discuss the reason(s) for such non-renewal. If requested, such reason(s) will be in writing. The request must be made by the bargaining unit member within ten (10) days of receipt of notice of the Board's action. The meeting will take place no later than the close of the next scheduled regular meeting of the Board following receipt of the request. The bargaining unit member may be accompanied by a representative of the Association of such meeting.

4.044 Effects of Procedures

These provisions of Section 4.04, to the extent they conflict, shall prevail over ORC Sections 3319.11 and 3319.111 as permitted under law.

ARTICLE V

LEAVES

5.01 SICK LEAVE

5.011 Accumulation of Sick Leave

- A. Sick leave shall accumulate, in accordance with the provisions of ORC Section 3319.141 at the rate of one and one-fourth (1-1/4) days per month for a total of fifteen (15) days per year.
- B. A bargaining unit member shall be allowed to accumulate three hundred sixty-five (365) sick leave days ; however, severance pay shall be capped at ninety (90) days in accordance with Article 7.053.
- C. Sick leave accumulation shall be reported on each pay stub.

5.012 Advance of Sick Leave

A bargaining unit member shall be advanced five (5) days of sick leave each year, as provided for in ORC Sections 3319.08, 3319.141 and/or related statutory provisions, if accumulated leave is exhausted. A bargaining unit member shall be granted added advancement only after indebtedness of the previous advancement has been repaid. Any advance shall be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.

5.013 Use of Sick Leave

Sick leave may be used by a bargaining unit member for the following reasons:

- A. For absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others; and/or
- B. For absence due to illness or injury in the immediate family.

C. For absence due to bereavement resulting from a death in the employee's immediate family.

5.014 Immediate Family Defined

For the purpose of this Section, immediate family shall be defined as: spouse, father, mother, brother, sister, child, grandparents, grandchildren, legal parents, foster parents, foster children, in-laws or anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.

5.015 Sick Leave Deduction

Sick leave shall be deducted in one-fourth (1/4) day increments. For this purpose, one-fourth (1/4) day shall be defined as two (2) academic periods. It is further understood that the first quarter of the day extends through the first two (2) academic periods of the day and the last quarter of the day includes the last two (2) academic periods of the day.

5.02 MEDICAL LEAVE (UNPAID)

5.021 Right to Medical Leave

In accordance with Ohio Revised Code Section 3319.13, when sick leave is exhausted a bargaining unit member with a qualifying illness or injury shall, upon request, be granted medical leave without pay. Such leave shall have a maximum duration of the balance of the school year in which the leave begins and the subsequent school year.

5.022 Extension of Medical Leave

A. A bargaining unit member desiring to extend a leave into the subsequent school year, shall, as soon as practical, submit a written request to the Superintendent. Extensions to the time limitations in subsection 5.021 above may be made at the discretion of the Board.

B. The Board reserves the right to require an independent medical opinion on the request. Expenses of the medical opinion and mileage shall be paid for by the Board.

5.023 Restrictions

Sick leave shall not accrue during an unpaid medical leave.

5.024 Insurance Coverage(s) While on Leave

Insurance benefits shall be continued for the bargaining unit member provided he/she makes payment in advance for such benefit(s) to the Board Treasurer's Office by the first of each month.

5.025 Right to Return from Leave

If a bargaining unit member on leave gives the Superintendent at least six (6) weeks notice of his/her desire to return to active employment he/she shall be assigned, not later than the beginning of the next semester, to the same certification/licensure area he/she held at the time the leave commenced.

5.03 PARENTAL LEAVE

5.031 Length of Parental Leave

Parental leave, without pay, shall be granted a bargaining unit member for the purpose of child bearing and/or child rearing. Such leave shall have a maximum duration of the balance of the school year in which the leave begins and the subsequent school year.

5.032 Notice of Leave – Pregnant Employee

A bargaining unit member who is pregnant will be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and the date that she is expected to return to active duty following the termination of the pregnancy. She will notify the Superintendent in writing of her desire to take such leave and, except in cases of emergency, will give such notice at least thirty (30) days prior to the date on which her leave is to begin.

5.033 Eligibility for Parental Leave

A bargaining unit member will be entitled, upon request, to an unpaid leave to begin at any time between the birth of a child and one (1) year thereafter. He/she will notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin.

5.034 Eligibility for Parental Leave (Adoption)

A bargaining unit member adopting a child will be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The bargaining unit member will notify the Superintendent in writing of his/her desire to take such leave and except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin.

5.035 Right to Return from Parental Leave

A bargaining unit member who is granted a parental leave of absence pursuant to the above, will have the following rights:

- A. Upon return to active duty after a leave which has been charged entirely to sick leave in accordance with Section 5.032, the individual shall immediately be assigned to the same position which he/she held at the time the leave commenced.
- B. If a bargaining unit member gives the Superintendent at least six (6) weeks notice of his/her desire to return to active duty during parental leave not charged entirely to sick leave he/she shall be assigned, not later than the beginning of the next semester, to a position in the same area of certification/licensure he/she held at the time the leave commenced.

5.036 Right to Substitute While on Parental Leave

A bargaining unit member on a parental leave of absence will not be denied the opportunity to substitute in the District by reason of the fact that he/she is on such leave of absence. However, preparing for or pursuing other full-time employment shall be a violation of this Agreement. This is not intended to interfere with secondary vocations which do not conflict with full-time employment by the Board.

5.037 Right to Insurance Coverage(s) While on Parental Leave

Insurance benefits beyond those extended under the FMLA shall be continued for the bargaining unit member provided he/she makes payment in advance for such benefit(s) to the Board Treasurer's Office by the first of each month.

5.04 FAMILY AND MEDICAL LEAVE ACT

- 5.041 The Family and Medical Leave Act (FMLA), as amended, and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements and will not limit any rights contained in any other parts of this Agreement. FMLA leave will be taken only when the bargaining unit member provides a written application to the Superintendent at least thirty (30) days in advance unless the need for FMLA leave was not foreseeable, in which case notice is to be given as soon as practicable.
- 5.042 For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.
- 5.043 Should a bargaining unit member believe the Board has violated either a provision of this Section or a provision of the FMLA, the employee may elect to have his/her claim reviewed under either the grievance procedure appearing in Article III of this Agreement or under the enforcement procedures appearing in the FMLA, but not both.
- 5.044 The use of FMLA leave shall in no event extend any unpaid leave available under other provisions of this Article beyond the leave termination period specified in such other provisions of this Article.
- 5.045 The Board agrees not to designate any bargaining unit member as a "key employee" for purposes of the FMLA and agrees not to designate and substitute any paid leave for FMLA leave in the absence of an application or notice under subsection 5.041 above.
- 5.046 During the leave, for up to twelve (12) weeks per year, as defined above, the Board shall continue to pay the applicable contributions it makes for a bargaining unit member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.
- 5.047 All bargaining unit members who have accumulated at least one year of qualifying service in the District may apply for family leave under the provisions of the federal Family and Medical Leave Act, as amended.

5.05 PROFESSIONAL LEAVE

5.051 Eligibility for Professional Leave

A bargaining unit member being granted professional leave for attendance at a professional conference shall apply for the leave in writing through his/her immediate supervisor on the Professional Visitation Form (Appendix C). The immediate supervisor, recommending the meeting, shall present the request to the Superintendent for final approval. The request shall be made as soon as practical, but except in cases of emergency, shall be given at least five (5) days in advance.

5.052 Rights While on Professional Leave

A bargaining unit member approved for a professional conference shall receive full salary while in attendance at the conference. In addition, the amount of reimbursement for expenses of the conference will be determined at the time of approval.

5.053 Professional Leave Restrictions

If requested by the Administration, a bargaining unit member will file a written and/or oral report on professional meetings for which salary and/or expenses are allowed.

5.06 NON-ACCUMULATIVE LEAVE

5.061 Right to Non-Accumulative Leave

Each bargaining unit member shall, upon appropriate notice to the Superintendent (Appendix D), be granted without loss of pay, a maximum of three (3) days of non-accumulative leave per school year. All unused non-accumulative leave days shall convert to sick leave as of June 30.

5.062 Notice of Intent to Use Non-Accumulative Leave

Notice of intent to use non-accumulative leave shall be provided by the bargaining unit member completing and delivering to his/her immediate supervisor the prescribed form (Appendix D) at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice of intent to use non-accumulative leave shall be made to the immediate supervisor as soon as possible. The supervisor shall forward the notice to the Superintendent.

5.063 Reason(s) for Non-Accumulative Leave

Reasons for the use of non-accumulative leave shall be:

- A. Funeral not covered under sick leave;
- B. Mandatory court appearances;
- C. Religious holidays;
- D. Necessary personal business matters which cannot be conducted outside the bargaining unit member's regular working hours; and
- E. Unusual or immediate family obligations, excluding vacation, which cannot be attended to outside the bargaining unit member's regular working hours.

5.064 Increments of Non-Accumulative Leave

Non-accumulative leave shall be granted in one-fourth (1/4), one-half (1/2) or one (1) day increments. One-fourth (1/4) day increments are available only with five (5) days advance notice. For this purpose, one-fourth (1/4) day has the same meaning as in the case of sick leave under Article V, Section 5.01, subsection 5.015 of this Agreement.

5.065 Restrictions on Non-Accumulative Leave

Falsifications of information on the notice of intent to use non-accumulative leave form (Appendix D) may subject the bargaining unit member to disciplinary action. No more than five (5) bargaining unit members will be granted leave on any given day unless there is a clearly described emergency or unless otherwise authorized by the Superintendent.

5.07 ASSAULT LEAVE

5.071 Right to Assault Leave

A bargaining unit member who must be absent due to disability resulting from a physical assault which occurs as a result of Board employment will be eligible for Assault Leave.

5.072 Application for Assault Leave

Upon the bargaining unit member's delivery to the Superintendent of a signed statement, on forms provided by the

Board (Appendix G) he/she shall be granted such leave for the period of the disability, not to exceed one hundred eighty-four (184) work days. Such statement shall include the nature of the disability, the date of its occurrence, the names of the individual causing the assault or the description of the individual if the name is unknown, and the facts surrounding the assault. The bargaining unit member agrees to file criminal charges if the individual(s) causing the assault are known, as a condition of the Board approving such leave. In the absence of extenuating circumstances, a student convicted of assaulting a teacher will not be returned to the bargaining unit member's classroom without the consent of both the Board and the bargaining unit member.

5.073 Eligibility for Assault Leave

The bargaining unit member shall provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. In addition, the Board may require the bargaining unit member claiming more than ten (10) days of assault leave to submit to a medical examination. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

5.074 Legal Actions Resulting from Assault

If legal action results, the bargaining unit member shall be granted leave, with no loss of pay, for all necessary absence connected with the legal action.

5.075 Restrictions on Assault Leave

Falsification of either the signed statement or the physician's certificate is grounds, under ORC Section 3319.143, and may subject the bargaining unit member to suspension and/or termination of employment under ORC Section 3319.16 and related statutory provisions.

5.076 Rights While on Assault Leave

- A. A bargaining unit member on assault leave shall receive his/her full daily salary less the amount received by that individual, if any, for Worker's Compensation which covers loss of pay sustained for the injury. However, the bargaining unit member's pay shall not be reduced by benefits received to cover medical expenses, nursing expenses, hospital expenses, medicine and/or rehabilitation.

B. Leave granted under this section shall not be charged against such leave earned or earnable under ORC Section 3319.141.

5.077 Termination of Assault Leave Benefits

Assault leave benefits shall be discontinued upon the bargaining unit member's ability to return to work or the employee's approval for and receipt of STRS disability retirement benefits, whichever occurs first.

5.08 ASSOCIATION LEAVE

5.081 Right to Association Leave

Bargaining unit members shall be granted an accumulative total of up to ten (10) days of Association leave per work year, to be divided among members as determined by the Association for attendance at official Association functions. This leave shall be granted in increments of not less than one-half (1/2) day periods. No member shall exceed three (3) days in total per work year.

5.082 Notice of Intent to Use Association Leave

The Association President shall notify the Superintendent of the use of such leave by completing and delivering to him the Professional Visitation Form (Appendix C) for the designated member(s). Except in cases of emergency such notice shall be provided at least five (5) days in advance of the intended absence.

5.083 Restrictions on Association Leave

A maximum of four (4) bargaining unit members may be excused for Association Leave on any given day.

5.09 SABBATICAL LEAVE

5.091 Right to Sabbatical Leave

Upon presentation to the Superintendent of a satisfactory plan for professional growth, as subsequently described, sabbatical leave may be granted to eligible bargaining unit members, for a period of not longer than one (1) school year.

5.092 Plan of Professional Growth

A satisfactory plan of professional growth shall:

A. Be received no later than March 1 of the school year preceding that year for which the leave is requested;

- B. Provide evidence that the member of the bargaining unit is to be enrolled as a full-time student in a state accredited college or university; and
- C. Provide evidence of enrollment in a degree program directly related to the educational profession.
- D. Leave also may be granted to a member to further professional studies in a non-degree program or for training/employment in the field which he/she is licensed or certificated.

5.093 Eligibility for Sabbatical Leave

In order to be eligible for sabbatical leave a bargaining unit member must have taught for five (5) consecutive school years in the District.

5.094 Rights While on Sabbatical Leave

A bargaining unit member on sabbatical leave may be paid in accordance with ORC Section 3319.131.

5.095 Insurance Coverage(s) While on Sabbatical Leave

A bargaining unit member on sabbatical leave may continue all insurance coverages provided that at the beginning of each month the member makes payment for the premium of such coverage to the Board Treasurer's Office.

5.096 Restrictions on Sabbatical Leave

The period of sabbatical leave shall not be counted as teaching experience in making salary adjustments.

5.097 Right to Return from Sabbatical Leave

A bargaining unit member who successfully completes a plan for professional growth, shall be reinstated not later than the beginning of the following school year to a position which is equivalent to or higher than the position which he/she left.

5.098 Repayment of Compensation/Tuition

Any bargaining unit member returning from sabbatical leave who has received compensation under this Agreement for tuition and/or under ORC 3319.131, must remain in the employ of the District for a minimum of two (2) full contract years after resuming duties or will be required to repay on a prorated basis

any such amounts upon any early, voluntary separation from the District.

5.10 COURT APPEARANCE/ARBITRATION LEAVE

5.101 Right to Court Appearance/Arbitration Leave

A bargaining unit member who, because of his/her employment in the school system, as subsequently defined, is required to appear as a witness by court/or AAA subpoena, will be granted leave for such appearance. For purposes of arbitration, the parties agree to work cooperatively to minimize disruption of the educational environment in the scheduling of witnesses.

5.102 Notice of Intent to Use Court Appearance/Arbitration Leave

A bargaining unit member receiving a subpoena and desiring to use court/arbitration leave shall notify the Superintendent as far in advance as possible.

5.103 Rights While on Court Appearance/Arbitration Leave

- A. A bargaining unit member on court appearance/arbitration leave shall receive his/her full salary and benefits.
- B. Time spent on court appearance/arbitration leave will not be charged against any of the above leave provisions.

5.104 Purpose of Court Appearance/Arbitration Leave

"Because of his/her employment" shall be defined for the purposes of this Section to refer to lawsuits involving the District and incidents involving bargaining unit members and/or students which the member may have occasion to observe and/or have knowledge of because of his/her teaching position. Court appearance/arbitration leave shall not be granted where the Board is an adverse party and where the member is appearing as a witness on behalf of the party opposed to the Board in the action, with the exception to arbitrations scheduled under this Agreement.

5.105 Restrictions on Court Appearance/Arbitration Leave

Court/arbitration leave shall not be used in court cases where the expertise of the bargaining unit member is the basis for the appearance, but rather for matters which specifically relate to circumstances which could only have been observed and/or known because of the employment with this District.

5.106 Other Court Appearances

If a bargaining unit member is required by subpoena to appear as a witness and paid court appearance/arbitration leave is not authorized under the above provisions of this Section, the member may use paid non-accumulative leave under Article V, Section 5.06 of this Agreement for such purpose. If the member has exhausted his/her non-accumulative leave for the particular school year, the member will be authorized to be absent without pay for the purpose of making the required appearance.

5.11 JURY DUTY LEAVE

5.111 Right to Jury Duty Leave

A bargaining unit member required by law to report for jury duty shall be granted jury duty leave for the duration of such duty.

5.112 Notice of Intent to Use Jury Duty Leave

A bargaining unit member receiving notice to appear for jury duty and desiring to use jury duty leave shall notify the Superintendent as far in advance of the absence as possible.

5.113 Rights While on Jury Duty Leave

- A. A bargaining unit member on jury duty leave shall receive his/her full salary and benefits.
- B. Time spent on jury duty leave will not be charged against any of the above leave provisions.

5.12 UNPAID LEAVE

5.121 Right to Unpaid Leave/Non-Medical

A bargaining unit member may apply for an unpaid leave and, under conditions specified in Article 5.02, state law and Board Policy, may be granted leaves of absence without pay. For non-medical (discretionary) unpaid leave, bargaining unit members may request same from the Superintendent. Nothing herein shall be deemed to create an expectancy that unpaid leave will be granted, nor prevent appropriate disciplinary action for any unauthorized absence.

5.122 Notice of Request to Use Unpaid Leave

Notice of request to use non-medical unpaid leave shall be provided by the bargaining unit member completing and delivering to his/her immediate supervisor the prescribed form

(Appendix J) at least five (5) days in advance of the anticipated absence.

5.123 Granting Unpaid Leave

Granting unpaid leave is at the discretion of the Superintendent. In lieu of unpaid leave, the Superintendent will first evaluate the feasibility of approving non-accumulative leave, if the employee has not exhausted such leave, under subsection 5.065 of Section 5.06 above.

5.13 MILITARY LEAVE

Bargaining unit members on military leave, including reservists called to active duty, have the right to reemployment as per the terms and conditions specified by ORC Sections 3319.14, 5923.05, or other applicable state or federal law.

5.14 ATTENDANCE INCENTIVE

If a bargaining unit member achieves perfect attendance for a full semester, the Board will pay the employee the sum of \$150. If perfect attendance is maintained for the entire school year, the Board will pay the employee the sum of \$450. In any case, if the employee misses ten (10) or more days over the full school year, no payment will be made. Any payment due will be made on the first regularly scheduled payday in August following the school year. Any absence for any reason will be counted against perfect attendance except approved daily professional leave, jury leave, Association and/or court/arbitration leave.

ARTICLE VI

REDUCTION IN STAFF

6.01 PROCESS OF REDUCTION

If a reduction in the number of bargaining unit members is effected, the reduction shall be achieved pursuant to the provisions of this Article and in accordance with the requirements of Ohio Revised Code Section 3319.17.

6.02 ATTRITION

To the extent possible, the number of persons affected by a reduction in staff will be kept to a minimum by not employing a replacement for a bargaining unit member who retires or resigns, or whose limited teaching contract is terminated in accordance with Article IV, Section 4.03.

6.03 REDUCTION BY OTHER THAN ATTRITION

6.031 Notice to Association

Reduction not achieved through attrition may be made by suspending contracts. If the Board contemplates suspending contracts pursuant to a reduction in force, it will notify the Association in writing not later than two weeks prior to Board action. The notice will include the positions expected to be reduced, the basis for the RIF, the date upon which the suspensions will take effect, and the names of bargaining unit members potentially affected.

6.032 Criteria for Suspension of Teaching Contract

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur in accordance with the Board adopted, standards-based teacher evaluation policy defining that term.

For the transition period of this Master Agreement only, ending on June 30, 2016, comparable evaluations of OTEs teachers will be defined as all evaluation ratings above "Ineffective".

1. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - a. Comparable evaluations.

- b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
 2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - a. Comparable evaluations.
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
 3. When choosing between teachers with comparable evaluations, if the position of a teacher in one "teaching field affected" is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.

It is further understood that a part-time bargaining unit member (as defined in Article I, Section 1 of this Agreement) will in all cases be deemed the least senior employee in every relevant area of certification/licensure; should an area of certification/licensure contain more than one (1) such part-time employee, ties shall be broken by mutual agreement of the Association President and the Superintendent or, in the absence of such agreement, by using the procedure specified in subsection 6.042 below.

6.04 SENIORITY

6.041 Seniority Defined

For purposes of this Agreement, seniority will be computed from the most recent date of hire, into a bargaining unit position, of the bargaining unit member as determined by official Board action to employ. Seniority will continue to accrue for each school year in which the bargaining unit member is under a teacher's contract for one hundred twenty (120) days or more, and for all paid leaves

of absence. Seniority will not be broken by unpaid leaves of absence, employment by the Board in a position outside the bargaining unit or as a result of a planned reduction from which the employee is recalled, but such time will not be counted in computing seniority. In addition, seniority will not be considered to have been broken if a bargaining unit member had his/her limited teaching contract non-renewed and then was re-employed for the subsequent school year. When seniority is equal, the date of application which resulted in the individual's employment will be the determining factor.

6.042 Breaking of Seniority Ties

- A. When seniority is equal, the tie will be broken by placing the names of the bargaining unit members with equal seniority in a container and the Superintendent shall draw one (1) name at a time. The first name drawn shall be considered the least senior, the second name drawn shall be the next senior, etc. until all names are drawn.
- B. A bargaining unit member involved in a seniority tie shall be given the opportunity to attend the drawing. The drawing shall be scheduled at such a time as to permit the member's attendance or he/she shall be given released time to attend. A representative of the Association shall also be in attendance at such drawing.

6.05 RECALL

6.051 Recall Defined

No vacancies will be filled by the Board unless or until procedures set forth in this Article have been complied with. A full-time bargaining unit member who is on suspension status shall be returned to active employment status to fill vacancies for which he/she is certified/licensed in inverse order of reduction.

6.052 Notice of Recall

Recall shall be effected by sending a letter by registered or certified mail to the bargaining unit member at his/her last known address. It shall be the responsibility of each individual to notify the Board of any change in address. A copy of the written notification to the affected teacher will also be provided to the Association President.

6.053 Waiver of Recall Rights

Bargaining unit members whose contracts have been suspended are not required to accept a part-time position. If a bargaining

unit member fails to accept full-time active employment status within two (2) calendar weeks from the date notification was delivered, the Superintendent/designee will make an attempt to reach the affected teacher by phone and, if unsuccessful, notify the Association President that the individual shall be considered to have declined the offer and shall be removed from the eligibility list.

6.054 Time of Return Following Recall

If a bargaining unit member has secured temporary employment elsewhere, he/she shall be allowed four (4) calendar weeks to notify his/her temporary employer of his/her resignation from temporary employment before being required to report to work in the District.

6.055 Right Upon Recall

A bargaining unit member on suspension status shall, upon acceptance of the notification to resume full-time active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement to which he/she was entitled at the time the suspension began.

6.056 Duration of Recall Rights

A. The name of a bargaining unit member with a limited contract shall remain on the recall list for a period of two (2) full school years following the date he/she was placed on the list.

B. A bargaining unit member on a continuing contract shall have unlimited recall rights.

6.06 PLACEMENT ASSISTANCE - RETRAINING

6.061 A bargaining unit member who is RIFd, and while on the recall list shall be eligible for the Adult Transition Service and for enrollment in full-time or part-time adult programs or adult classes which are fiscally sponsored by the Board. These adult programs and adult classes will be provided to such persons while on the RIF list if the program or class has not been filled by tuition-paying students but where the Board previously has determined to offer the program or class.

6.062 Any bargaining unit member on a recall list shall be given preferential consideration for any vacant aide positions; however, the bargaining unit member shall remain on the recall list according to Section 6.05.

6.07 PART-TIME EMPLOYEES FOLLOWING REDUCTION IN STAFF

A bargaining unit member employed full-time by the Board for five (5) consecutive years whose contract is suspended under the provisions of this Article, and who is re-employed part-time, shall be eligible for the following:

1. Insurance fringe benefits – under Article IX of this Agreement (with the Board’s contributions prorated).
2. Severance pay under Article VII, Section 7.05 of this Agreement for full-time years to be paid at the last full-time per diem rate or the last part-time rate, whichever is higher, when the employee retires from employment by the Board under the provisions of the State Teachers Retirement System.

For purposes of this Section, a “part-time” employee is an employee regularly employed on anything less than a full-time schedule. If the part-time employee is at any time offered full-time employment and rejects the offer, the insurance and severance benefits of this Section are forfeited.

Nothing in this Section shall be construed to indicate the part-time employee is eligible for any other benefits enjoyed by the bargaining unit members except at the discretion of the Superintendent; however, if the employee’s schedule satisfies any of the criteria appearing in Article I, Section 1.01, subsection 1.012 of this Agreement, the employee shall also be subject to such other provisions of this Agreement as are specified in subsection 1.012.

ARTICLE VII

COMPENSATION AND REIMBURSEMENT

7.01 SALARY SCHEDULE

7.011 Salary Schedule

Effective for the duration of this Agreement, beginning July 1, 2013, the base salary will be \$39,247. See Appendix A, attached hereto, for the salary schedule index.

In addition, a bargaining unit member who achieves 22, 23, or 26 years of service for vertical teachers' salary schedule placement purposes will receive a one-time, lump-sum payment of \$1,000.00, less applicable tax withholdings, with the further understanding that no such employee shall be eligible for this payment more than once over the life of this Agreement.

In addition, there will be base salary increases of 1.25% for contract years 2014-2015 and 2015-2016.

7.012 State Teachers Retirement System (STRS) Pick-up Through Salary Restatement

1. The total annual salary of each bargaining unit member shall be payable by the Board in two (2) parts:
 - a) cash salary, and
 - b) deferred salary through the salary restatement method of picking up the employee contribution to STRS.

An employee's deferred salary shall equal the amount of the employee contribution to STRS required by law and shall be paid by the Board to STRS on behalf of the employee as a pick-up (by means of the salary restatement method) of the employee contribution, otherwise payable by the employee.

An employee's annual cash salary shall be equal to the employee's total contracted annual salary less the employee's deferred salary, and shall be payable subject to applicable payroll deductions to the employee. The Board's total combined expenditure for total annual salary of all bargaining unit members (including deferred salary amounts) shall not be greater than the amounts it would have paid for those items had this Section of the Agreement not been in effect.

2. The Board shall compute and remit its employer contributions to STRS based upon an employee's total annual salary including the deferred salary. The Board shall report for Federal and Ohio income tax purposes as an employee's gross income, the employee's total annual salary less the amount of the employee's deferred salary. The Board shall report for municipal income tax purposes as an employee's gross income, both the paid and the deferred salary. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
3. An employee's deferred salary shall be included in the member's total annual salary for the purpose of computing daily rate of pay for determining any particular salary adjustment to be made due to absence or for any other purpose.

7.013 Bargaining unit members shall be paid in twenty-six (26) approximately equal installments less appropriate deductions. Extended time shall be paid in a lump sum in September for days worked prior to the start of the school year (provided the required documentation is submitted to the immediate supervisor by not later than Friday of the first full week of school; otherwise payment will be delayed for up to three (3) weeks after submission of the documentation, except that in no event will payment be made if the documentation is not submitted by the last day of the first semester), with the balance in June; the Board Treasurer will document with the lump sum payment how that sum was taxed for withholding purposes under applicable tax laws. Payments shall be made by direct deposit to a financial institution which is a member of the ACH (Automatic Clearing House), and that can accept wire transfer. Direct deposit will be initiated upon notification to the Treasurer through submission of a direct deposit form and blank deposit tickets with proper coding, routing, transit and account numbers. Except by mutual agreement otherwise, election of a financial institution must be made to the Treasurer's Office not later than August 20 to be effective for the succeeding payroll year and, once having made the election, cannot be changed for the balance of that year. The parties recognize that, by operation of the calendar, a three-week hiatus between pays will need to occur every several years in order to avoid a twenty-seventh (27th) pay in a particular year.

7.02 PLACEMENT ON THE SALARY SCHEDULE

7.021 A bargaining unit member's initial placement on the salary schedule shall be determined by an evaluation of his/her military

service, prior teaching experience, related work experience, and education.

7.022 Columns on the salary schedule are identified by Roman numerals in the following manner:

- A. Class I equals a bachelor's degree or equivalent; "equivalent" means five (5) years of appropriate work experience as defined in the Teacher Education and Licensure Standards by a vocational area, plus a minimum of a two (2) year provisional license.
- B. Class II equals a bachelor's degree plus fifteen (15) semester hours after granting of the bachelor's degree or equivalent; for the bargaining unit member with the "equivalent", this means fifteen (15) semester hours after the granting of the first five (5) year professional license.
- C. Class III equals one hundred fifty (150) semester hours or equivalent; "equivalent" means five (5) years of appropriate work experience plus a minimum of an eight (8)-year professional vocational certificate or the first renewal of a professional license.
- D. Class IV equals a master's degree or equivalent; "equivalent" means five (5) years of appropriate work experience plus a bachelor's degree plus an eight (8)-year professional vocational certificate or the second renewal of a five (5) year professional license.
- E. Class V equals a master's degree or equivalent (as defined in paragraph D above) plus fifteen (15) semester hours after granting of the master's degree or achievement of its equivalent, or forty-five (45) graduate semester hours and the achievement of a master's degree or its equivalent.

7.023 In determining proper placement on the salary schedule, quarter hours of college credit may be substituted for semester hours of credit at the rate of three (3) quarter hours equal two (2) semester hours.

7.024 For a bargaining unit member employed prior to September 1, 1981, equivalencies, as referred to in Section 7.22, shall be determined as follows:

- A. Bachelor's Degree equivalent – seven (7) years of appropriate work experience as defined in the Teacher Education and

Licensure Standards by a vocational area, plus a minimum of a one (1) year vocational certificate.

- B. With respect to Class II, there is no equivalency.
- C. Bachelor's Degree with one hundred fifty (150) semester hours equivalent – seven (7) years of appropriate work experience, plus a minimum of a provisional vocational certificate.
- D. Master's Degree equivalent – seven (7) years of appropriate work experience, plus a Bachelor's Degree plus a provisional vocational certificate, or seven (7) years of work experience plus a professional vocational certificate.
- E. Master's Degree plus fifteen (15) semester hours equivalent - seven (7) years of appropriate work experience plus a Bachelor's Degree plus fifteen (15) semester hours of college credit plus a provisional vocational certificate or seven (7) years of appropriate work experience plus a professional vocational certificate plus fifteen (15) semester hours of college credit.

7.025 Step Assignment

Step credit (one per year) may be granted to a maximum of ten (10) years, with the further understanding that up to five (5) years of additional credit for documented years of additional prior teaching or work experience may be granted in the initial placement on the salary schedule of the bargaining unit member by the Superintendent based upon a case-by-case analysis, and shall be in accordance with ORC Section 3317.13, which is basically interpreted as follows:

- A. All years of teaching in public or parochial schools, regardless of training, with each year consisting of at least one hundred twenty (120) days under a regular teacher's contract.
- B. All years of military experience to a maximum of five (5) years in the armed forces of the United States. Active military service of eight (8) or more continuous months shall be counted as a full year.
- C. Teaching personnel coming directly from business and/or industry may be allowed step credit for full-time work experience on the following basis:

1. Five (5) years of experience including an apprenticeship or equivalent training in the vocational area to be taught as approved by the State Department of Education, or successful completion of an oral examination by a panel of experts convened for this purpose, shall qualify the applicant for placement equivalent to the Bachelor Degree and no experience.

The panel of experts shall be composed of three (3) to five (5) members, one of whom will be selected by the Association President (or designee) and who will have expertise in the relevant vocational area. Recognizing that time is of the essence, especially during the summer recess, the selection will be made promptly with the further understanding that the person selected must be readily available.

2. Years of experience shall be equated at the rate of two for one. One (1) year of experience on the salary schedule may be granted for each two (2) years of appropriate experience. A year (1) of experience must consist of at least eight (8) continuous months of full-time employment. In determining total years of experience, eight (8) months or more shall be raised to the next year.

7.026 All previous experience (teaching, military, and work) must be verified and notarized by the teacher on the forms provided. Salary cannot be paid until proof is submitted.

7.027 Reclassification of salary will be made when a teacher has completed requirements and filed a request by September 15 of any school year as per ORC Section 3317.14. Completion of requirement must be verified. Members will be eligible for reclassification for the second (2nd) semester providing requirements are completed and a request is filed by January first (1st).

7.03 EXTENDED TIME

Compensation for extended time shall be at the individual's per diem rate of pay in accordance with Article 8.012.

7.04 REGULAR INSTRUCTOR AS SUBSTITUTE - SUPPLEMENTARY ASSIGNMENT

A bargaining unit member may contract to substitute teach when regular substitutes are unavailable. Such assignments are for services in excess of

the regularly contracted assignment. A bargaining unit member who, during his/her planning period, substitutes under a supplemental assignment shall be compensated at the rate of one-sixth (1/6) of the per diem salary at the Class I zero (0) step of the salary schedule in effect for that school year, for each hour or fraction thereof of such substitute service. Where substitute service occurs outside the employee's planning period and involves responsibility for at least 150% of the employee's normal complement of assigned students (rounded to the nearest whole number) the employee, in addition to any compensation that may be payable for substitute service during a planning period, shall be compensated at one-half (1/2) the vocational substitute daily rate, unless such substitute service outside the planning period meets or exceeds the equivalent of four (4) periods in the day, in which case the employee shall receive the full substitute daily rate. To be eligible for substitute service and compensation under this provision, the employee must be approved for and sign a supplemental contract. All service will be rendered on a voluntary basis. Assignments will be made by the principal. This alternative shall be utilized only as a last resort.

7.05 SEVERANCE PAY

7.051 Right to Severance Pay

Upon the service retirement of an employee who has not less than ten (10) years of employment with the state or political subdivision of the state and who has qualified for retirement from a State of Ohio employees retirement system, such employee shall be entitled to receive cash payment calculated in accordance with Section 7.053 below.

In addition, a bargaining unit member with ten (10) or more years of teaching experience in the District who is at least fifty (50) years of age and who voluntarily terminates his/her employment with the District with the express purpose of retirement or acceptance of gainful employment in a position for which a license/certificate from the Ohio Department of Education is not required, shall receive severance pay in accordance with the subsections of this Section 7.053 appearing below.

7.052 Rate of Severance Pay

Severance pay will be based upon the daily rate of pay as determined from the individual's basic contract, exclusive of all supplemental contracts and allowances, last in effect prior to the termination of employment.

7.053 Calculation of Severance Pay

Severance pay shall be given for all days of accumulated but unused sick leave, at the time of termination of employment, up to ten (10) days. For a bargaining unit member who has accumulated more than ten (10) days of unused sick leave, those days in excess of ten (10) will be multiplied by one fourth (1/4) and added to the initial ten (10) days. However, no bargaining unit member shall receive a severance pay benefit of more than ninety (90) days pay. If a bargaining unit member is eligible for disability or service retirement and actually retires under ORC Chapter 3307, the member, if entitled to severance pay under subsection 7.051 above, shall receive five (5) days pay in addition to any amount the member would otherwise receive under this subsection and the member's total benefit will be paid, within the timeframe described in subsection 7.056, upon receipt by the Board Treasurer of proof of retirement.

7.054 Restrictions

Receipt of severance pay shall eliminate all sick leave credit accrued by that individual.

7.055 Severance as Death Benefit

Except as otherwise specified in subsection 7.057 as to a retiring bargaining unit member, a bargaining unit member with five (5) or more years of teaching service in this District who dies while under contract to the Board shall have the severance calculation as stated in subsection 7.053 paid to his/her estate.

7.056 Time of Payment

Payment shall be made within two and one-half (2-1/2) months following the bargaining unit member's termination of employment. Upon request, unless the employee is a retiring bargaining unit member subject to the mandatory requirements appearing in subsection 7.057, the employee's severance pay will be placed in a Section 403(b) account in accordance with applicable Internal Revenue Code ("IRC") provisions and any regulations issued thereunder.

7.057 Payment and Deferral of Severance Pay

- A. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with terms of this subsection and any related provisions of a plan document adopted by the Board to comply with requirements of Section 403(b) of

the IRC, retiring bargaining unit members shall have the total amount that otherwise would be payable to them as severance pay under the above subsections of this Section 7.05 mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For the purpose of this subsection, this arrangement is referred to as the "403(b) Plan". The provisions of this subsection are effective for all retiring bargaining unit members whose termination of employment is on or after June 30, 2006. A "retiring bargaining unit member" is defined for this purpose as a bargaining unit member who is eligible for service retirement under ORC Chapter 3307 (or the provisions of some other Ohio public employee retirement system) and who actually service retires under that Chapter (or such other Ohio public employee retirement system) upon termination of employment with the Board.

- B. The terms of the 403(b) Plan shall include the following:
1. Participation in the 403(b) Plan shall be mandatory for any retiring bargaining unit member who is entitled to severance pay.
 2. An employer contribution shall be made on behalf of the retiring bargaining unit member under the 403(b) Plan in an amount equal to the lesser of:
 - a. The total amount of the bargaining unit member's severance pay under this Section 7.05.
 - b. The maximum contribution amount allowable under the terms of the 403(b) Plan.
 3. The required contribution to the 403(b) Plan shall be made within the timeframe described in subsection 7.056 regarding the payment of severance pay.
 4. In the calendar year of retirement, or in any other calendar year, the total amount of severance pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be

contributed to the 403(b) Plan after the first payroll date in January of the next calendar year; and if there is still any remaining excess amount, the remaining excess shall be paid in cash to the retired bargaining unit member.

5. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. Participants in the 403(b) Plan shall be required to complete AIG VALIC enrollment forms, and unless and until a bargaining unit member does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the bargaining unit member. A successor company(ies) to AIG VALIC may be selected at any time by mutual agreement of the Board and the Association.
6. If a retiring bargaining unit member is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and then be paid to a beneficiary of the bargaining unit member in accordance with the terms of the 403(b) Plan.
7. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan participants.

7.058 Tax Withholding

All IRC Section 403(b) contributions, all deferrals to a TSA, and any cash severance payment to a bargaining unit member shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with Section 403(b) contributions, deferrals to a TSA, or cash severance payment made to a bargaining unit member.

7.06 BUSINESS EXPENSES

7.061 Mileage Reimbursement Allowance

- A. A bargaining unit member who is required to use his/her own automobile in the performance of his/her duties shall be reimbursed for all such travel. The reimbursement shall be at the rate allowed by the Internal Revenue Service in effect at the time of travel.

- B. A claim for mileage reimbursement shall be made by the bargaining unit member submitting a voucher (Appendix E). The voucher will be submitted on a monthly basis no earlier than the first of any month following the driving of the mileage and no later than the fifteenth (15th) of that month.
- C. Mileage for the previous month submitted between the 1st - 10th of the month will be reimbursed no later than the last day of the month. Mileage for the previous month submitted between the 10th - 15th of the month will be reimbursed no later than the 15th of the following month. Mileage for the previous month must be submitted by the 15th of the month in order to be reimbursed.

7.062 Expenses of Meetings, Conferences and/or Other Activities

- A. A bargaining unit member required to attend meetings, conferences and/or other activities connected with his/her employment shall be reimbursed for all actual and necessary expenses incurred in such attendance.
- B. Registration, room and transportation by public conveyance may be paid in advance when the amount exceeds fifty dollars (\$50) providing that:
 - 1. The request for such advance payment is made at least ten (10) days prior to the date the check must be mailed.
 - 2. The bargaining unit member understands that should he/she fail for reasons within his/her control to attend the meeting for which advance payment of expenses have been honored he/she will become liable to the Board for any unreturned amounts.
 - 3. The payment is made to a third (3rd) party.
- C. The balance of the expenses for food, local travel or other items will be reimbursed following the submission of the appropriate expense report(s) including applicable documentation such as room receipts, registration receipts and/or third (3rd) party travel receipts.

7.07 TUITION REIMBURSEMENT

- 7.071 The Board, over the life of this Agreement, will reimburse a bargaining unit member's tuition cost for up to twelve (12) semester hours credit for hours required for certification/licensure,

recertification/re-licensure, or other pre-approved coursework. Such amount will be based on the actual cost of the semester hour, but will in no event exceed four hundred fifty dollars (\$450) per semester hour. Payment shall be made following submission of verification of completion with at least a B grade in letter grade courses and a Pass grade in pass/fail courses. Also, the employee must submit a voucher validating the tuition payment. To qualify for payment, the employee must give advance written notice to the Superintendent of the hours he/she intends to take. This notice must include the course title, course number, number of semester hours, the institution providing training, and verification that such hours are/were required for certification/licensure or recertification/re-licensure or for pre-approved coursework. Requests for payment must be made within six (6) months of completion of class. If the employee's employment with the District is severed for any reason prior to June 30, 2016, the Board may recoup from the employee's final pay, on a prorated basis, the amount expended over the life of this Agreement on behalf of the employee under this provision.

7.072 Additional Tuition Reimbursement

- A. Independent of any tuition reimbursement for which the bargaining unit member may qualify under subsection 7.071 above, the Board will reimburse a newly hired employee's Praxis II cost if Praxis II is required as a condition of employment. The Board's obligation under this provision is restricted to the employee's first attempt to pass this requirement. With respect to a newly hired career technical employee who, as a condition of employment, is required to successfully complete a pre-service workshop at any post-secondary institution approved by the State Department of Education, the Board will reimburse the cost of the workshop. Such workshop may be completed in a twelve-hour summer workshop, if eligible, or by completing the required workshop within the time limits required by the state. Bargaining unit members are responsible for maintaining the basic certificate/license that qualifies them for continued employment. Beyond that, if an employee is required by the Administration in writing to obtain some other certificate/license, the Board will reimburse the cost of the fee. An employee will not be adversely affected for not obtaining some additional certificate/license if not required in writing to do so by the Administration.
- B. Payment to an employee under this subsection is subject to the same grade and other requirements and conditions as stated in subsection 7.071 above, if applicable. This subsection is not intended to preclude reimbursement case-by-case, by mutual agreement, for other certifications or

credentials that are deemed to benefit both the employee and the Board.

7.08 CURRICULUM REVIEW

7.081 A bargaining unit member may be contracted as a consultant for writing/updating curriculum and/or Courses of Study. The reimbursement for these services shall be established prior to the commencement of the activity.

7.082 Course of Study/Curriculum

A. The generic Course of Study will be reviewed, modified and finalized in accordance with the needs of the District.

7.083 Rate of Compensation

A. A bargaining unit member who is contracted for curriculum/course of study development will receive compensation at the hourly rate of one-sixth (1/6) of the per diem salary of the Class I zero (0) Step of the salary schedule in effect when the service is rendered for each hour. The provisions of this subsection shall apply for determining compensation for extra-duty assignments which involve student instruction (examples - banquet coordination and carpentry house coordination which involves student participation and instruction).

7.084 Method of Payment

A. When work is completed and accepted, an invoice is to be presented to the principal (or designee) who will authorize payment.

B. Purchase orders are to be encumbered upon agreement to proceed.

7.085 Course of Study/Curriculum Implementation

A. All work for course of study/curriculum development is to be coordinated through the principal (or designee) using the following guidelines:

1. Number of hours to be contracted is to be mutually agreed upon between a bargaining unit member and the principal (or designee) with the approval of the Superintendent.

2. Additional funds approved by the principal (or designee) and Superintendent shall be allocated for expenses incurred in accordance with expense account procedures.
3. Timelines will be established by the principal (or designee) and the bargaining unit member.
4. Prior to the commencement of writing/updating course of study/curriculum, the development plan will be presented to the Superintendent for approval.
5. The bargaining unit member will log his/her hours worked on a weekly basis, which is to be submitted to the principal (or designee).
6. If extenuating circumstances require more time for completion than originally agreed to, then approval of the Superintendent is required before continuance.

7.09 ADULT EDUCATION CLASSES

- 7.091 A bargaining unit member may attend an adult education class offered by the District tuition-free on a space available basis until the class is full if the class has at least twelve (12) enrollees and the class is State-reimbursed. In such a case, the only charge to the member would be for books and other consumable supplies.
- 7.092 In all cases not covered under subsection 7.091 above, a bargaining unit member will be charged based on the number of enrollees but in no event more than the charge applicable to one not employed by the Board.
- 7.093 A bargaining unit member who believes a class is directly related to his/her essential job functions may apply in writing to the Superintendent for professional visitation and payment by the Board of any cost. Any such application will be evaluated and responded to case-by-case by the Superintendent (or designee).

ARTICLE VIII

WORK YEAR AND WORK DAY

8.01 WORK YEAR

8.011 Length of Work Year

The base work year for a bargaining unit member shall not exceed a total of one hundred eighty-four (184) days divided as follows:

- A. One hundred eighty (180) days for instruction, which may include two (2) days in which classes are dismissed for the purpose of individualized parent/teacher conferences;
- B. Two (2) days for in-service meetings;
- C. One (1) orientation day on the week day immediately preceding the first (1st) day of instruction; and
- D. One (1) work day, without classes, immediately following the last day of instruction.

Professional Development Day

In addition to the 184 required work days per school year, bargaining unit members will be required to attend a professional development work day, on a week day immediately preceding the orientation day. At least one-half of this day will be dedicated to facilitating the completion of state/federal government mandated professional development (eg., Public Works, etc.). Bargaining unit members shall be compensated at their per diem rate of pay for attendance at such work day.

8.012 Extended Time

Extended time in addition to the one hundred eighty-four (184) days identified in subsection 8.011 above will be as follows:

1. Cooperative programs with entire class placed year long in on-the-job training for one-half (1/2) day:
Career-Based Intervention - fifteen (15) days;
Marketing Education - ten (10) days.
2. Agriculture Production or Agriculture Science Program - twenty (20) days.
3. Guidance - twenty (20) days.

4. New hires - five-fifteen (5-15) days in the first year of employment to be evaluated case by case.
5. All other positions, two (2) days to be used as follows:
 - a. Perform extended service for one (1) day to be used for laboratory/classroom preparation and student orientation (where student orientation is applicable).
 - b. One (1) other day for laboratory preparation or youth club activities as approved by the Supervisor.

8.013 Other Extended Days and Supplementals

Other extended days (at the employee's per diem) and supplementals (at 1/6th of Class I zero (0) step of the salary schedule) are to be granted on an as-needed basis as determined by the Superintendent with the employee's concurrence. The Superintendent will not exercise his/her discretion in this regard arbitrarily or capriciously. It is recognized, by way of example, that, where multiple applicants to participate in a particular function exist, a determination to permit one (1) or more, but not all, to participate on a paid basis while others are authorized to participate on an unpaid basis, or to permit all applicants for a function to participate only on an unpaid basis, is not arbitrary or capricious.

8.014 Vocational Youth Clubs Compensation

Independent of any paid time provided for elsewhere in this Agreement, the following vocational youth club compensation provisions will be implemented for bargaining unit members who are approved to accompany, chaperone, and directly assist students who participate in local/district/regional and/or state/national/international youth club competitions:

- A. A pool of sixty (60) days per school year will be established for local/district/regional competitions and staff who judge them. A separate pool of forty-five (45) days will be established for state/national/international competitions and staff who judge them.
- B. Time under these provisions will be approved, in not less than half-day increments, for work outside the bargaining unit member's normally scheduled work hours in which the

employee personally accompanies, chaperones, and directly assists students who participate in a particular competition; in no event will approval be granted for fundraising activities in connection with a competition. The maximum approved time under these provisions for work performed on an employee's regularly scheduled work day outside of normal work hours is one-half day; the maximum approved time under these provisions for work performed on a day that is not a regularly scheduled work day for the employee is one (1) day. With respect to local/district/regional competitions, no employee will be approved for more than a total of three (3) days within a particular school year.

- C. Time under these provisions will be paid at the rate of \$175 per day. It is mutually understood, however, that the Board's maximum expenditure per school year for local/district/regional competitions is capped at \$10,500 (i.e., 60 x \$175) and the Board's maximum expenditure per school year for state/national/international competitions is capped at \$7,875 (i.e., 45 x \$175); accordingly, if the aggregate approved days for local/district/regional competitions exceed sixty (60) in a particular year, the \$175 daily rate for those competitions will be reduced by dividing \$10,500 by the aggregate number of approved days, and if the aggregate approved days for state/national/international competitions exceed forty-five (45) in a particular year, the \$175 daily rate for these competitions will be reduced by dividing \$7,875 by the aggregate number of approved days.
- D. If the aggregate approved days for local/district/regional competitions is less than sixty (60) in a particular school year, the difference between sixty (60) and the actual number of approved days, up to a maximum of five (5) such days, will be transferred to the pool for state/national/international competitions applicable to that school year if the aggregate approved days for the latter competitions in that school year exceed the normal forty-five (45) day cap. Similarly, if the aggregate approved days for state/national/international competitions is less than forty-five (45) in a particular school year, the difference between forty-five (45) and the actual number of approved days, up to a maximum of five (5) such days, will be transferred to the pool for local/district/regional competitions applicable to that school year if the aggregate approved days for the latter competitions in that school year exceed the normal sixty (60) day cap. In either case, it is mutually recognized that

any transfer of days from one pool to another under this provision will necessitate an appropriate mathematical adjustment in applying the formula that appears in Paragraph 3 above.

E. The employee deadline for submitting documentation to the Board Treasurer for any competition is August 1, and payment will be made on the first regularly scheduled payday in September.

F. Employees should use the form in Appendix K.

8.015 Grandfathered Extended Time for Certain Individuals

The parties agree to "grandfather" current extended time days for Mark Arnold for so long as he remains in his present position; thereafter, extended time for such individuals will be governed by the terms of this Agreement.

8.02 WORK DAY

8.021 A work day is broadly defined as eight (8) hours, on the average, devoted to the responsibilities of the job. While it is understood that an average day will normally not require a bargaining unit member to be on duty the entire eight (8) hours, special events may require more than eight (8) hours. The occasion will be announced in advance so that proper arrangements may be made.

8.022 Bargaining unit members will have a minimum thirty (30) minute duty-free lunch to be scheduled after 10:25 a.m.

8.023 Bargaining unit members will have a minimum of one (1) thirty (30) minute planning period during the regular workday while students are in session.

8.024 Any bargaining unit member may consult with the principal prior to the end of the school year on the employee's anticipated class schedule and duty assignments for the subsequent school year based on the information then known.

8.025 Reasonable efforts will be taken by the Administration, with input from bargaining unit members, to make teacher classroom preparations and student load equitable. The administration will consider class size, student load, class preparations, industry standards, useable square footage of the classroom/lab, the number of work stations, safety protocol, and the number of students with IEPs and 504 accommodation plans assigned to a

class when determining appropriate class sizes and/or the need for aide services.

8.026 Every effort will be made to schedule senior labs that offer early placement in the afternoon.

8.03 MEETINGS CALLED BY ADMINISTRATORS

8.031 General Staff Meeting

The Administration may call twelve (12) general staff meetings per work year provided all bargaining unit members affected are given at least seven (7) days notice of such meeting. In no case, however, may the Administration hold more than two (2) such meetings in any one (1) calendar month.

8.032 Departmental Meetings

The Administration may call departmental, curriculum and/or youth activity meetings on a basis not to exceed twelve (12) per work year, provided all bargaining unit members affected are notified at least seven (7) days in advance.

8.033 Length of Meeting

A bargaining unit member will not be required to remain longer than forty-five (45) minutes beyond the normal scheduled departure time to attend any of the above meetings.

8.034 Restrictions

No meeting where attendance is required shall be scheduled for the last school day of any workweek.

8.04 COMBINED/DUAL PROGRAMS

Vocational instructors who are assigned to a program which due to enrollment must operate as a combined junior-senior program, shall receive an assigned aide.

8.05 IEP CONFERENCES

I.E.P. conferences will be conducted in accordance with state and federal regulations.

8.06 NEW PROGRAM DELIVERY ASSIGNMENTS

Teachers, other than those newly hired by the District, who are assigned for the first time to a new vocational program delivery model (excluding combined/dual programs) shall be provided with the following additional benefits:

1. Instructors of a new program delivery model shall receive \$1,500.00 for implementation.
2. Elimination of all extra duty assignments as directed by the supervisor (i.e., consulting time for coordinating correlated math and science courses).
3. The provisions of this Section shall be effective only for teachers in their first year of a new program delivery assignment as identified by the Administration.

ARTICLE IX

INSURANCE

9.01 MEDICAL INSURANCE PLAN

9.011 Right to Coverage

Effective January 1, 2014, the Board shall provide a comprehensive healthcare plan through a carrier licensed by the State of Ohio, for each bargaining unit member and his/her family through the Medical Mutual SHC Alternate Ideal Plan as set forth in the benefit plan document in Appendix L. The employee's monthly premium contribution cost will be ten percent (10%) of the Board-provided coverage up to a maximum of \$180 family and \$90 single. A comprehensive healthcare plan for purposes of this agreement is defined as one which includes medical insurance, prescription insurance, dental insurance, and vision insurance.

9.012 Spousal Exclusion

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any working spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage, or a retired spouse who is required to pay more than 50% of the single premium in his/her public retirement health insurance and/or prescription drug coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits. Any employee's spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, at least on a single enrollment basis at the first open enrollment opportunity with such spouse's employer as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board of Education's group health insurance coverage an/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

A change in the employee's spouse's circumstances i.e., termination of spouse's employment; or disqualification or change in spouse's eligibility for medical benefits, the spouse will be returned to the District health insurance plan upon appropriate notification to the Treasurer's office without a gap in coverage.

If an employee submits false information or fails to timely advise the Plan of a change in the employee spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

Any employee whose spouse has been excluded from the District's health insurance coverage on a primary basis as a result of the operation of this section will be provided with a health insurance adjustment stipend, payable at the end of any calendar year (first payroll in January), in an amount equal to the excess paid by said spouse for single coverage for that year over \$1,500. For purposes of determining this payment, the amount paid for single coverage will be the lowest cost single coverage offered by the spouse's employer. In addition, the maximum amount of the stipend will not exceed \$1,500. In order to receive payment of this stipend, the employee must provide full documentation of insurance information and paid receipts for the spouse's premium payments.

9.013 Right to Change Coverage Status

- A. A bargaining unit member may change the coverage status (single or family) effective the first (1st) of any month, subject to any requirement of the insurance carrier.
- B. Bargaining unit members may enroll at their initial employment or any time thereafter, effective the first of any month, subject to the rules and regulations of the insurance carrier. Once enrolled, a bargaining unit member shall remain enrolled for twelve (12) consecutive months except in the event of loss of dependent status; change of marital status; termination of spouse's employment; or disqualification or change in spouse's medical benefits.
- C. The parties shall maintain the insurance study committee composed of four (4) bargaining unit members appointed by the Association and four (4) employees appointed by the Superintendent. This committee shall report its recommendations made by consensus to the Board and Association annually by April 1 and any recommendations shall be approved by the Association and the Board before implementation.

9.02 TERM LIFE INSURANCE

9.021 Right to Coverage

The Board shall provide through a carrier licensed by the State of Ohio group term life insurance in the amount of fifty thousand dollars (\$50,000) plus an equal amount of accidental death and dismemberment coverage for each bargaining unit member. The full cost of such insurance and any increases shall be paid by the Board.

9.022 Right to Purchase Additional Coverage

The Board shall allow individual bargaining unit members to purchase additional amounts of coverage through payroll deduction, provided the number of individuals electing to take advantage of this opportunity is adequate to meet any requirements of the insurance carrier.

9.023 Option to Purchase Permanent, Whole, or Paid-up Life Insurance

A bargaining unit member shall have the option to purchase permanent, whole or paid-up life insurance at an amount equal to the total provided in subsection 9.021 above. The cost of this

2. Class II - Basic Restorative 85% of the Usual, Customary and Reasonable Charges

Fillings - Amalgams, Silicate, Acrylic
Root Canal Therapy
Treatment of Gum Disease
Repair of Bridgework and Dentures
Extractions and Oral Surgery
General Anesthesia only if medically necessary

3. Class III - Major Restorative 75% of the Usual, Customary and Reasonable Charges

Inlays, Onlays, Gold Fillings or Crown Restorations
Initial Installation of Fixed Bridgework
Installation of Partial or Full, Removable Dentures
Replacement of Existing Bridgework or Dentures

4. Class IV - Orthodontia No deductible: 60% of Usual, Customary Charges with a lifetime maximum benefit of \$1,000 per person

Full Banded Orthodontic Treatment
Appliances for Tooth Guidance
Appliances to Control Harmful Habits
Retention Appliances Not in Connection with Full Banded Treatment

9.05 VISION INSURANCE

9.051 The Board shall provide through a carrier licensed by the State of Ohio vision insurance which meets or exceeds the specifications set forth in subsection 9.053 below.

9.052 A bargaining unit member may change the coverage status (single or family) effective the first (1st) of any month subject to the rules and regulations of the carrier.

9.053 Specifications:

Examination as needed - UCR coverage for vision examinations as needed.

Frames - UCR coverage for new frames every twelve (12) months per individual.

Lens - UCR coverage for glass or plastic lenses, either clear or tinted, every twelve (12) months per individual.

Contact Lens - Contact lens for cosmetic purposes will receive a \$75 allowance.

9.06 GENERAL PROVISIONS

9.061 The Board shall provide to the Association one (1) copy of each signed contract entered into between the Board and the Insurance Company(ies) which shall provide benefits specified in this Agreement. Copies of existing contracts shall be provided to the Association following ratification of this Agreement by both parties.

9.062 Following the signing of this Agreement and thereafter as amendments of coverages are made, each bargaining unit member shall receive a plan description for each insurance benefit provided by this Agreement when the Board receives same from carrier.

9.063 If overall health insurance costs rise in any one (1) year, and the Board and Association cannot agree on an alternative insurer or alternative plan specifications, the Board may elect to self-insure, either singly or in combination with other employers, so long as (1) coverage and benefit levels meet or exceed the levels currently in place, and (2) the stop-loss coverage is unlimited. Such self-insurance will continue until the parties reach agreement on an alternative insurer or alternative plan specifications. The Board and its agents will require no more personal details in insurance records to which they have access than is reasonably necessary for administering the self-insured plan and will keep personal medical information confidential to the extent feasible.

9.064 Payroll deductions for employee insurance contributions will be made bimonthly (i.e., contributions for a particular month will be made from the first two (2) pays of the preceding month), with an insurance year of July 1 through June 30 and a May enrollment period.

9.07 PAYMENT FOR OPTING OUT OF INSURANCE

9.071 A full-time bargaining unit member who elects to opt out of all insurance fringe benefits (except life insurance) will receive a payment of \$2,500 (family coverage) or \$1,500 (single coverage) for each full insurance year (July 1 through June 30) during which such benefits are not taken. It is mutually understood that such payments shall be made through the District's

qualified 125 benefit plan and may constitute taxable income to the affected employee. For the purpose of this provision, an employee will be deemed to have opted out of insurance fringe benefits only if the employee and all of the employee's eligible dependents are not covered under the Board-provided insurance plans.

9.072 To qualify for payment, the employee must notify the Board Treasurer in writing by June 15 of his/her election to opt out of benefits for the following insurance year; provided, however, that if the employee gives such written notice after June 15 but by not later than September 15, he/she will still qualify for such payment but such payment will be prorated in accordance with the formula appearing in the immediately succeeding sentence of this subsection. A new employee hired after July 1 may elect at the outset of employment to opt out of benefits, in which case the payment will be prorated on the basis of all full months within that insurance year for which coverage is not taken (for example, if hired on October 15, the payment would be 8/12 of the amount that would otherwise be due). An employee who opts out may not thereafter opt into benefits during that insurance year except by reason of a qualifying change in insurance status, in which case the employee may opt in but will thereby lose any right to the payment.

9.073 Payment to the employee will be made on the second regularly scheduled payday in August following the insurance year for which payment is made.

9.08 125 BENEFIT PLAN

9.081 The Board agrees that it will establish a cafeteria plan under Internal Revenue Code ("IRC") Section 125. The plan will be designed to permit employees to pay on a pre-tax basis their required employee contributions toward the cost of the premiums or other payments that are required under the medical plan of the District. The plan also will have two (2) flexible spending account ("FSA") features. The FSAs will be designed to permit employees to elect to make pre-tax employee contributions to one or both of the accounts; and, therefore, to have the opportunity of receiving reimbursement of (1) medical or other health expenses of an employee, employee's spouse or dependents which are not covered by the medical plan of the District or other insurance, and/or (2) dependent care expenses qualified under IRC Section 129. The terms of the cafeteria plan will be determined by the Board and the Board will interpret and administer the plan as the Board deems necessary for compliance with the IRC Section 125, other

IRC provisions, and applicable regulations (including proposed regulations) and rulings thereunder. To the extent required for compliance with IRC Section 125, the Board may also provide for additional restrictions on the timing of employee elections of coverage under the medical plan of the District. The Board and its Treasurer will prepare IRS Form W-2s and withhold taxes as it reasonably believes is required by law.

9.082 The monthly participant fee will be paid by the employee.

ARTICLE X

EVALUATION PROCEDURES

A. OTES

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in Appendix F, which has been mutually developed by the parties. All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Board's Standards-Based Teacher Evaluation System must be bargained prior to implementation in accordance with law.

B. OTES Committee

The OTES Committee will continue to provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to the development and subsequent revision of that Board evaluation system in addition to making recommendations to the Board and Association for approval to changes to this Article for Non-OTES teachers.

1. Composition

In addition to participating administrators, the Committee shall be comprised of eight (8) bargaining unit members appointed by the Association President.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee must be OTES trained prior to beginning their work.
- c. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.
- e. All decisions of the committee and any subcommittees established by the committee will be achieved by consensus.

3. Compensation

Any Committee work required outside of the work day will be paid at the period substitute rate per hour as approved by the Committee co-chairs.

Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

10.01 PROCEDURE (NON-OTES TEACHERS)

Non-OTES certified/licensed staff will be evaluated by procedures and instruments developed by the OTES Committee, utilizing the statutory time frames (i.e., May 1, May 10, June 1).

10.02 FAIR TREATMENT (OTES and Non-OTES Members)

The evaluation of bargaining unit members shall be evidence-based and shall not be arbitrary or capricious.

ARTICLE XI

INDIVIDUAL RIGHTS

11.01 RIGHT TO REPRESENTATION

A bargaining unit member shall have the right to have an Association representative, of his/her choosing, present as a witness in any conference with an Administrator which the bargaining unit member has reason to believe may result in his/her being disciplined. Further, at the request of the bargaining unit member, a conference may be adjourned to enable the bargaining unit member to procure a representative. Once the bargaining unit member has an Association representative present, the Administrator likewise may have a witness.

11.02 ACCESS TO PERSONNEL FILE

11.021 Right to Review File

- A. A bargaining unit member has the right, when providing notice, to review the contents of his/her personnel file and to receive the initial copy of any documents contained therein, exclusive of pre-employment references at no cost to him/her.
- B. A bargaining unit member is entitled to have an Association representative accompany him/her during such review.
- C. At least once (1) every two (2) years a bargaining unit member has the right to indicate those documents, and/or other material(s) in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. The documents will be reviewed by the appropriate Administrator and if he/she agrees the documents will be forwarded to the District Records Commission for disposal in accordance with the Board's adopted schedule.

11.022 Contents of File

The personnel file shall include teaching certificate(s)/license(s), necessary license(s), health certificate(s), academic record(s), pre-employment references, application form(s), teaching contract(s), evaluation documents, documents of disciplinary action, commendations and/or complaints.

11.023 Right to be Informed of Material to be Placed in File

Documents of evaluation, disciplinary action and/or complaints

shall not be placed in the personnel file unless the bargaining unit member has had an opportunity to read the material. The individual will acknowledge that he/she has had the opportunity to read the material by affixing his/her signature to the copy to be filed. It is understood that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such material(s) and his/her answer will be attached to the file copy as long as such written materials are received within thirty (30) days after notification of placement in the personnel file. Should the bargaining unit member refuse to sign the file copy, such refusal shall be noted and the material may then be placed in the file.

11.024 Supervision of File

Personnel files are maintained under the Superintendent's supervision.

11.025 Review of File by Someone Other than the Administration

In the event any person, other than the employee's immediate supervisor or other administrator or a law enforcement officer, seeks to review the personnel file of a bargaining unit member, the member will be notified. Bargaining unit members shall also be notified when law enforcement officers review their files.

11.03 DISCIPLINE

11.031 Standard for Discipline

No bargaining unit member shall be disciplined by the Board or any of its agents in an arbitrary or capricious manner.

11.032 Progressive Discipline

Disciplinary action shall consist of four (4) steps. It is understood that such action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include the repetition of an action without progressing to the next step.

First Step: Written warning(s) - not to be placed in the bargaining unit member's personnel file;

Second Step: Written reprimand(s) - will incorporate comments relative to the written warnings in substantiation of previous problems;

Third Step: Suspension(s) with or without pay;

Fourth Step: Termination – In accordance with ORC Section 3319.16.

11.04 COMPLAINTS

In the event of a complaint registered with the Administration concerning a bargaining unit member, an Administrator will initially meet with the member to discuss the nature of the complaint in an effort to resolve any issues presented. When practicable, the Administrator and bargaining unit member will meet with the complainant together in an effort to resolve the issue. Information will be gathered prior to initiating any action. It is further understood that unsubstantiated anonymous complaints will not become a matter of record, nor shall they affect the employment status or cause the discipline of a bargaining unit member. This process is not intended, however to preclude notification of law enforcement authorities of the surrounding circumstances, in an appropriate case, prior to such a meeting.

11.05 USE OF ELECTRONIC DEVICES

Neither party will record by mechanical or electronic means any evaluation conference, any grievance, any negotiation session, or any other meetings between Board representatives, Association representatives and Association members without the knowledge and consent of the other party.

11.06 DEDUCTIONS

11.061 The Board is permitted to act on behalf of the individual employee to deduct a certain amount from the employee's pay and remit to an agent designated by the employee. It is the purpose of this Section to designate those purposes not otherwise mandated by law for which the Board is willing to act on behalf of an employee and specify the fee for so doing.

11.062 The Board is required by the ORC to make payroll deductions from the wages of employees for federal and state income tax, municipal income tax (Section 9.42), and State Teachers Retirement System (Section 3307.26) without prior authorization; and for U.S. savings bonds (Section 9.40) upon individual authorization. Any other deduction requires court action or prior Board authorization.

11.063 The Board authorizes in accordance with the provisions of law cited herein deductions be made from an employee's pay upon

proper authorization on the appropriate form for the following purposes:

- A. Savings in a chartered credit union (Section 9.43)
- B. Contributions to charitable corporations, not-for-profit groups and community fund organizations (Section 9.80, 9.81)
- C. Payment of dues to labor or other organizations (Section 9.41)
- D. Payment of group insurance premiums for a plan in which at least 10% of the District employees participate (Section 3917.04)
- E. Savings in a tax-exempt shelter annuity upon the terms and conditions cited in law (Section 9.90, 9.91)
- F. Fund for Children and Public Education (FCPE) – the minimum contributions per pay must be five dollars (\$5.00), unless otherwise mutually agreed case-by-case.

11.064 The Board Treasurer shall make such deductions as each employee may properly authorize for those matters approved herein by the Board and may make additional deductions authorized by law.

ARTICLE XII

ASSIGNMENTS, TRANSFERS AND VACANCIES

12.01 ASSIGNMENT

12.011 New or Transferred Bargaining Unit Member

A bargaining unit member who is new to the District, who is transferred, or whose assignment is changed under subsection 12.013 below will be served notice of his/her subject area, grade level and room assignment as soon as practicable. Except in cases of emergency, such notice shall be given not later than August 15.

12.012 Transfer Defined

Subject to subsection 12.013 below, a transfer shall be defined as a change in subject area or a change in grade level assignment or location.

12.013 Change in Academics Instructor's Assignment

A change in assignment within the area of certification/licensure to which an academics or applied academics instructor is assigned does not constitute a transfer within the meaning of this Article. Recognizing that an instructor may have a more comprehensive certificate/licensure than another instructor with the same assignment, "area of certification" for this purpose means the narrowest scope of certification/licensure under State standards that covers the assignment in question. Changes in assignment under this provision will be implemented only after consultation with the affected instructor(s). If a voluntary change in assignment is deemed feasible by the Administration, it will be implemented in preference to an involuntary change in assignment. The Administration will minimize involuntary changes to the extent practicable.

12.02 INVOLUNTARY TRANSFER

12.021 Notice of Involuntary Transfer

The Superintendent will provide a bargaining unit member with written notice of his/her intention to involuntarily transfer the bargaining unit member to another grade level and/or subject area as soon as is practicable. Except in cases of emergency, such notice shall be given not later than July 1.

When more than one (1) bargaining unit member is certified in the subject area of the involuntary transfer, the employee with the least seniority (as defined in Article VI, Section 6.04) shall be the

person transferred involuntarily unless the basis of the transfer involves factors and circumstances that would make application of such a seniority preference inappropriate.

12.022 Conference to Discuss Involuntary Transfer

Before the involuntary transfer is finalized the bargaining unit member will be given an opportunity to discuss the need for, and the propriety of, such involuntary transfer with the Superintendent. The bargaining unit member may, at his/her option, have a representative of the Association present at such meeting and receive the written reason(s) for such involuntary transfer.

12.023 Verification of Receipt of Notice

Notice of the intent to make an involuntary transfer shall be signed for or sent by certified mail to the bargaining unit member. If the individual fails to request a meeting to discuss the involuntary transfer within seven (7) days of receipt of the notice, or if the post office is unable to deliver the notice, the Superintendent may proceed to make the involuntary transfer without discussing it with the bargaining unit member involved.

12.024 Reason for Involuntary Transfer

In the event the Superintendent makes an involuntary transfer to meet a specific educational need, he shall provide the bargaining unit member affected with a written explanation of such need. The explanation shall not be without a rational basis in fact.

12.025 Restrictions

Except for involuntary transfer referred to in Section 12.02, no bargaining unit member will be involuntarily transferred.

12.03 VOLUNTARY TRANSFER

If a bargaining unit member meeting certification/licensure qualifications requests a voluntary transfer to a vacant position, the member shall be granted an interview by the Superintendent and/or other administrators, and if denied the request shall be given written reasons for the denial.

12.04 NOTICE OF VACANCIES

12.041 Vacancy in Bargaining Unit Position Defined

Except when Article VI (Reduction in Staff) is in effect, a vacancy in a bargaining unit position shall exist when the Board determines to fill a position after any of the following occurrences:

- A. A bargaining unit member dies;
- B. A bargaining unit member resigns;
- C. A bargaining unit member retires;
- D. A bargaining unit member is transferred;
- E. A bargaining unit member is promoted;
- F. A bargaining unit member has his/her limited teaching contract non-renewed;
- G. A bargaining unit member has his/her teaching contract terminated; and/or
- H. A new position is created within the bargaining unit.

12.042 Vacancy Outside the Bargaining Unit Defined

A vacancy in a non-bargaining unit position shall exist as determined by the Board.

12.043 Posting of Vacancy (August 15 through May 31)

When a vacancy occurs between August 15 and May 31 it shall be posted on the staff bulletin board within fifteen (15) days of the decision to fill the vacancy. Bargaining unit members regularly assigned outside the Medina County Career Center will be afforded written notice of such a vacancy within the aforesaid fifteen (15)-day period. Vacancies which the Board intends to fill arising after August 15 may be filled by a long-term substitute for the remainder of that contract year only.

12.044 Notice of Vacancy (June 1 through August 14)

When a vacancy occurs between June 1 and August 14, the Superintendent shall notify all properly certified/licensed bargaining unit members who have requested such notice and the Association President.

12.045 Request for Voluntary Transfer

A bargaining unit member requesting voluntary transfer to a vacant position for the coming school year shall so notify the Superintendent in writing within fifteen (15) days of the posting or the postmark or dispatch of the notice of vacancy providing the vacancy occurs before August 1. Vacancies occurring after August 1 shall be filled at the discretion of the Superintendent and do not have to be posted.

ARTICLE XIII

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

13.01 COMMITTEE MEMBERS

The Local Professional Development Committee (LPDC) established under this Article shall perform the functions mandated by ORC Section 3319.22 and the rules promulgated under that statute by the State Board of Education. The LPDC shall consist of three (3) bargaining unit members (and one alternate) appointed by the Association and two (2) administrative employees (and one alternate) appointed by the Superintendent and shall exercise District-wide responsibility.

13.02 TERM OF OFFICE

Each LPDC member shall serve a three-year term. Any LPDC vacancy will be filled by the Association or Superintendent, whichever has appointing authority with respect to the vacancy in question.

13.03 ESTABLISHMENT OF MEETINGS

13.031 The frequency, time, and place of meetings shall be established by the LPDC.

13.032 An LPDC member shall be compensated at the rate of one-sixth (1/6) of the per diem salary at the Class I zero (0) step of the salary schedule in effect for that school year for approved (by consensus of the LPDC) LPDC work performed outside the regular workday or work year.

13.033 LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of their LPDC work.

13.04 TRAINING

13.041 LPDC members shall be afforded the opportunity to attend training on the purposes, responsibilities, implementation, functioning, and legal requirements of LPDCs.

13.042 If the training is available during regular working hours, an LPDC member may be provided release time to attend. If the training is not provided or is not available during the regular workday or work year, an LPDC member shall be compensated at the rate of one-sixth (1/6) of the per diem salary at the Class I zero (0) step of the salary schedule in effect for that school year.

13.05 EMPLOYEE PROTECTION

No reprisals or adverse employment decisions will be taken against a bargaining unit member by reason of his/her involvement in activities of the LPDC.

13.06 APPEALS PROCEDURE

13.061 The LPDC shall determine its own appeals procedure. When an administrator's course work is being reviewed, he/she may request to reduce the number of classroom instructors voting so that a majority of voting members are administrators.

13.062 The LPDC appeals procedure is not subject to the grievance procedure in Article III of this Agreement.

ARTICLE XIV

RESIDENT EDUCATOR PROGRAM

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and not replace the negotiated employee evaluation system.

14.01 DEFINITIONS

A. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

B. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

C. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

D. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator shall be appointed by the Superintendent to coordinate the District's Resident Educator program. The REPC will be granted one release period per day. In addition, the Administration will endeavor to keep the caseload of Resident Educators under seven (7) in any year for the REPC.

E. Formative Assessment

Formative Assessment – is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

14.02 MENTORS/REPC

A. Qualifications

1. The REPC and/or Mentor Teacher must have Continuing Contract status and have a minimum of seven (7) consecutive years of teaching experience in the District.
2. The REPC and/or Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
3. The REPC and/or Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.
4. The REPC and/or Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

B. Selection of Mentor Teachers

Selection for Mentor Teacher positions shall be made by the Superintendent in consultation with the REPC. Should no Mentor be available in the area of certification/licensure, the Superintendent may assign a Mentor from within the subject area most closely related to that of the Resident Educator.

14.03 COMPENSATION

In addition to mutually agreed upon released time, each Mentor Teacher may be assigned up to two (2) Resident Educators per year and shall receive an annual supplemental stipend of \$1,000. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

14.04 GENERAL

- A. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- B. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- C. Neither the REPC nor any Mentor Teacher will participate in the District's evaluation of any Resident Educator.
- D. Neither the REPC nor any Mentor Teacher will be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- E. Neither the REPC nor any Mentor Teacher will be requested or directed to divulge information from the written documentation or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- F. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change. Decisions will be made by the Superintendent in consultation with the REPC.

- G. The REPC, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

- H. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

ARTICLE XV

EMPLOYMENT OF STRS RETIREES

15.01 TERMS AND CONDITIONS OF EMPLOYMENT

This Article governs the terms and conditions of employment of any superannuate—defined as any person who has service retired under the State Teachers Retirement System (ORC Chapter 3307) or any other Ohio public employee retirement system—whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section 1.01 of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

- 15.011 For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than ten (10) years of vertical credit unless otherwise recommended by the Superintendent case-by-case. In those circumstances where the superannuate has retired to STRS following service with the District and is re-employed, this provision shall supersede and replace ORC Sections 3317.13 and 3317.14 with respect to the definition of "years of service" in the same district.
- 15.012 Initially, 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 thereafter be awarded contracts as specified in Article IV, Section 4.01 of this Agreement. In no event will the employee qualify for a continuing contract.
- 15.013 Neither the evaluation procedures resulting from Article X of this Agreement nor the procedures appearing in ORC Section 3319.111 shall apply to the employee. Evaluations may occur at the discretion of the Administration but are not required. The sole requirement for effecting the non-renewal of the employee's limited contract and severing the employment relationship upon expiration of the employee's contract is receipt by the employee of written notice from the Superintendent, on or before April 30 of the school year in which the contract expires (i.e., the last year of a multi-year contract), that the employee will not be reemployed for the following school year. No other notice is required and no action by the Board is required. The procedures appearing in ORC Section 3319.11, including the post-non-renewal procedures

appearing in Section 3319.11(G), shall not apply to such contract non-renewal.

15.014 Upon employment, the employee will be credited with zero (0) years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.

15.015 The employee is eligible to participate in any insurance fringe benefits offered under Article IX of this Agreement.

15.016 The employee will in no event qualify for tuition reimbursement under Article VII, Section 7.07, sabbatical leave under Article V, Section 5.09, or severance pay under Article VII, Section 7.05 of this Agreement.

15.02 PROCEDURE

The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE XVI

MASTER TEACHER

16.01 ESTABLISHMENT OF COMMITTEE

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a master teacher in conformance with state law and regulations. The Master Teacher Committee shall be comprised of a majority of practicing bargaining unit members. The Master Teacher Committee shall be comprised of five (5) members as follows:

16.012 Three (3) bargaining unit members appointed by the MCVCEA in a manner determined by the MCVCEA; and

16.013 Two (2) administrators appointed by the Superintendent.

16.014 All members shall hold current Ohio educator licenses.

16.02 OPERATIONAL PROCEDURES

16.021 The Master Teacher Committee shall collaboratively determine the time, location and number of committee meetings. The Master Teacher Committee members shall establish its Plan of Operation for the appropriate designation of a master teacher including, but not limited to, the application and review processes, the dissemination of general information to local Association members and the appeal procedure. The Master Teacher Committee will be consistent with the regulations of the Ohio Department of Education.

16.022 Vacancies

The MCVCEA shall decide the process for removing a bargaining unit member from the Master Teacher Committee. The procedures used in the selection process described in Section 16.01 of the Article shall be used to fill any vacancy.

16.023 Terms of Office

The terms of office for MCVCEA members shall be staggered and be a period of three (3) years.

16.03 COMPENSATION

16.031 The Association Master Teacher Committee members shall be compensated in the amount of \$1,000 per year. The Association Master Teacher Committee members may be provided release

time for work pertaining to Master Teacher Committee duties that cannot be completed outside the workday.

16.032 If monies become available and designated for the master teacher program, this money will be distributed under the guidelines as designated. In addition, should local, state, or federal funding become available for compensation of employees designated as master teachers, the MCJVSD Board of Education shall negotiate with the MCVCEA such compensation or monetary disbursement. In the absence of such funding, successful applicants for Master Teacher shall be compensated a one-time amount of \$500.

16.034 The Board will provide for ongoing training opportunities for members of the Master Teacher Committee.

16.04 SUPPORT SERVICES

The Master Teacher Committee shall be provided with adequate and secure space for the safe storage of records.

16.05 APPEALS PROCEDURE

The Master Teacher Committee appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

16.06 EMPLOYEE PROTECTION

Under no circumstances is the involvement in the activities of the Master Teacher Committee to be used for adverse employment decisions by the employer; also, involvement in the activities of the Master Teacher Committee will not have an adverse impact on the bargaining unit member's employment evaluation.

ARTICLE XVII (NEW)

TEACHERS ASSISTING TEACHERS (TAT)

17.01 INTRODUCTION

The purpose of the Teachers Assisting Teachers (TAT) program is to provide bargaining unit members new to the District, regardless of whether or not assigned a mentor under the resident educator program, with a TAT Mentor for purposes of transitioning to the Career Center with an emphasis on departmental, operational and professional guidance.

17.02 DEFINITIONS

Throughout this Article, "District mentee" means a classroom teacher to whom a TAT mentor is assigned, and "TAT Mentor" means an experienced teacher assigned under this Article to give professional support, as outlined above, to a District mentee.

17.03 PROCEDURE

17.031 A TAT Mentor shall have at least four (4) years of teaching experience in the District.

17.032 The Superintendent will assign a TAT Mentor to each newly employed full-time teacher hired by the Board. One (1) TAT Mentor will be assigned to each District Mentee for the complete school year (or for the remainder of the school year if the District Mentee is hired after the start of the school year).

17.033 The assigned TAT Mentor and District Mentee will consult during their planning time, when possible, and at the beginning or end of the regular school day. Consultation time during the school day outside of planning time will be scheduled as deemed feasible by the principal.

17.034 The assigned TAT Mentor and District Mentee will both participate in the New Teacher Orientation Day in August. The TAT Mentor will receive an extra paid extended time day for this in-service. In addition, the TAT Mentor will be issued a supplemental contract in the amount of \$500. Payment under this provision will be made as follows:

A. The supplemental contract will be paid at completion of the school year as a mentor.

B. A TAT Mentor who withdraws from the program prior to

completion will not receive payment.

C. A TAT Mentor assigned to a District Mentee hired after the start of the school year will receive a prorated payment if the TAT Mentor completes the school year.

- 17.035 No TAT Mentor will be evaluated in his/her role as a mentor, but positive mention may be made in a TAT Mentor's regular teaching evaluation regarding participation in the program.
- 17.036 Any classroom/career technical teacher may volunteer to become a TAT Mentor by submitting a completed TAT Mentor application form to the principal.
- 17.037 The TAT Mentor shall assist, but not evaluate, the District Mentee. Information share between the TAT Mentor and the District Mentee as part of this program will not be used as part of the Board's evaluation of the District Mentee or as the basis for non-renewal of either the TAT mentor or the District Mentee.

ARTICLE XVIII

EFFECTS AND DURATION OF CONTRACT

17.01 NON-DISCRIMINATION

No bargaining unit member shall be discriminated against by the Board or Association in violation of any federal or state laws prohibiting employment discrimination based on race, color, religion, sex, national origin, handicap, age or domicile.

17.02 MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board retains the rights, powers, duties, and obligations of management provided by the Ohio Revised Code, specifically Section 4117.08(C).

17.03 FILING AND MAINTENANCE OF CERTIFICATES/LICENSES

The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

17.04 CONFLICT OF LAW

If any provision of this Agreement or any application of the provision of this Agreement is found contrary to law by a court of competent jurisdiction, then such provision(s) of the Agreement or application thereof shall be inoperative, but the remaining provisions shall remain in effect. Upon request of either the Association or the Board within ten (10) days after knowledge of such finding, the parties will meet solely for the purpose of negotiating the affected provision.

17.05 DEFINITION OF TERMS

Throughout this Agreement, the terms certified, certificate, and certification shall be construed to also include, respectively, licensed, license, and licensure.

17.06 DURATION

This Agreement shall become effective upon ratification by the Association and adoption by the Board and shall remain in full force and effect through and including midnight June 30, 2016.

BOARD OF EDUCATION OF
THE MEDINA COUNTY JOINT
VOCATIONAL SCHOOL
DISTRICT

Michael A. Larson
Dan Brown
John Streett
Rick Fong

MEDINA COUNTY VOCATIONAL
CENTER EDUCATION
ASSOCIATION

Mrs. Fitzgerald
Gail S. Conroy
Ruth A. Cable

INSTRUCTOR'S SALARY GRID 2013-2014

	I	II	III	IV	V
0	\$39,247 1	\$40,424 1.03	\$41,508 1.0576	\$43,768 1.1152	\$46,029 1.1728
1	\$41,508 1.0576	\$42,685 1.0876	\$43,768 1.1152	\$46,029 1.1728	\$48,290 1.2304
2	\$43,768 1.1152	\$44,946 1.1452	\$46,029 1.1728	\$48,290 1.2304	\$50,550 1.288
3	\$46,029 1.1728	\$47,206 1.2028	\$48,290 1.2304	\$50,550 1.288	\$52,811 1.3456
4	\$48,290 1.2304	\$49,467 1.2604	\$50,550 1.288	\$52,811 1.3456	\$55,071 1.4032
5	\$50,550 1.288	\$51,728 1.318	\$52,811 1.3456	\$55,071 1.4032	\$57,332 1.4608
6	\$52,811 1.3456	\$53,988 1.3756	\$55,071 1.4032	\$57,332 1.4608	\$59,593 1.5184
7	\$55,071 1.4032	\$56,249 1.4332	\$57,332 1.4608	\$59,593 1.5184	\$61,853 1.576
8	\$57,332 1.4608	\$58,509 1.4908	\$59,593 1.5184	\$61,853 1.576	\$64,114 1.6336
9	\$59,593 1.5184	\$60,770 1.5484	\$61,853 1.576	\$64,114 1.6336	\$66,375 1.6912
10	\$61,853 1.576	\$63,031 1.606	\$64,114 1.6336	\$66,375 1.6912	\$68,635 1.7488
11	\$64,114 1.6336	\$65,291 1.6636	\$66,375 1.6912	\$68,635 1.7488	\$70,896 1.8064
12	\$66,375 1.6912	\$67,552 1.7212	\$68,635 1.7488	\$70,896 1.8064	\$73,156 1.864
13	\$68,635 1.7488	\$69,813 1.7788	\$70,896 1.8064	\$73,156 1.864	\$75,417 1.9216
14	\$70,896 1.8064	\$72,073 1.8364	\$73,156 1.864	\$75,417 1.9216	\$77,678 1.9792
15	\$73,156 1.864	\$74,334 1.894	\$75,417 1.9216	\$77,678 1.9792	\$79,938 2.0368
16	\$75,417 1.9216	\$76,594 1.9516	\$77,678 1.9792	\$79,938 2.0368	\$82,199 2.0944
17	\$77,678 1.9792	\$78,855 2.0092	\$79,938 2.0368	\$82,199 2.0944	\$84,460 2.152
20	\$79,938 2.0368	\$81,116 2.0668	\$82,199 2.0944	\$84,460 2.152	\$86,720 2.2096
24	\$82,199 2.0944	\$83,376 2.1244	\$84,460 2.152	\$86,720 2.2096	\$88,981 2.2672

INSTRUCTOR'S SALARY GRID 2014-2015

	I	II	III	IV	V
0	\$39,738	\$40,930	\$42,027	\$44,316	\$46,605
	1	1.03	1.0576	1.1152	1.1728
1	\$42,027	\$43,219	\$44,316	\$46,605	\$48,894
	1.0576	1.0876	1.1152	1.1728	1.2304
2	\$44,316	\$45,508	\$46,605	\$48,894	\$51,183
	1.1152	1.1452	1.1728	1.2304	1.288
3	\$46,605	\$47,797	\$48,894	\$51,183	\$53,471
	1.1728	1.2028	1.2304	1.288	1.3456
4	\$48,894	\$50,086	\$51,183	\$53,471	\$55,760
	1.2304	1.2604	1.288	1.3456	1.4032
5	\$51,183	\$52,375	\$53,471	\$55,760	\$58,049
	1.288	1.318	1.3456	1.4032	1.4608
6	\$53,471	\$54,664	\$55,760	\$58,049	\$60,338
	1.3456	1.3756	1.4032	1.4608	1.5184
7	\$55,760	\$56,953	\$58,049	\$60,338	\$62,627
	1.4032	1.4332	1.4608	1.5184	1.576
8	\$58,049	\$59,241	\$60,338	\$62,627	\$64,916
	1.4608	1.4908	1.5184	1.576	1.6336
9	\$60,338	\$61,530	\$62,627	\$64,916	\$67,205
	1.5184	1.5484	1.576	1.6336	1.6912
10	\$62,627	\$63,819	\$64,916	\$67,205	\$69,494
	1.576	1.606	1.6336	1.6912	1.7488
11	\$64,916	\$66,108	\$67,205	\$69,494	\$71,783
	1.6336	1.6636	1.6912	1.7488	1.8064
12	\$67,205	\$68,397	\$69,494	\$71,783	\$74,072
	1.6912	1.7212	1.7488	1.8064	1.864
13	\$69,494	\$70,686	\$71,783	\$74,072	\$76,361
	1.7488	1.7788	1.8064	1.864	1.9216
14	\$71,783	\$72,975	\$74,072	\$76,361	\$78,649
	1.8064	1.8364	1.864	1.9216	1.9792
15	\$74,072	\$75,264	\$76,361	\$78,649	\$80,938
	1.864	1.894	1.9216	1.9792	2.0368
16	\$76,361	\$77,553	\$78,649	\$80,938	\$83,227
	1.9216	1.9516	1.9792	2.0368	2.0944
17	\$78,649	\$79,842	\$80,938	\$83,227	\$85,516
	1.9792	2.0092	2.0368	2.0944	2.152
20	\$80,938	\$82,130	\$83,227	\$85,516	\$87,805
	2.0368	2.0668	2.0944	2.152	2.2096
24	\$83,227	\$84,419	\$85,516	\$87,805	\$90,094
	2.0944	2.1244	2.152	2.2096	2.2672

INSTRUCTOR'S SALARY GRID 2015-2016

	I	II	III	IV	V
0	\$40,235 1	\$41,442 1.03	\$42,553 1.0576	\$44,870 1.1152	\$47,188 1.1728
1	\$42,553 1.0576	\$43,760 1.0876	\$44,870 1.1152	\$47,188 1.1728	\$49,505 1.2304
2	\$44,870 1.1152	\$46,077 1.1452	\$47,188 1.1728	\$49,505 1.2304	\$51,823 1.288
3	\$47,188 1.1728	\$48,395 1.2028	\$49,505 1.2304	\$51,823 1.288	\$54,140 1.3456
4	\$49,505 1.2304	\$50,712 1.2604	\$51,823 1.288	\$54,140 1.3456	\$56,458 1.4032
5	\$51,823 1.288	\$53,030 1.318	\$54,140 1.3456	\$56,458 1.4032	\$58,775 1.4608
6	\$54,140 1.3456	\$55,347 1.3756	\$56,458 1.4032	\$58,775 1.4608	\$61,093 1.5184
7	\$56,458 1.4032	\$57,665 1.4332	\$58,775 1.4608	\$61,093 1.5184	\$63,410 1.576
8	\$58,775 1.4608	\$59,982 1.4908	\$61,093 1.5184	\$63,410 1.576	\$65,728 1.6336
9	\$61,093 1.5184	\$62,300 1.5484	\$63,410 1.576	\$65,728 1.6336	\$68,045 1.6912
10	\$63,410 1.576	\$64,617 1.606	\$65,728 1.6336	\$68,045 1.6912	\$70,363 1.7488
11	\$65,728 1.6336	\$66,935 1.6636	\$68,045 1.6912	\$70,363 1.7488	\$72,681 1.8064
12	\$68,045 1.6912	\$69,252 1.7212	\$70,363 1.7488	\$72,681 1.8064	\$74,998 1.864
13	\$70,363 1.7488	\$71,570 1.7788	\$72,681 1.8064	\$74,998 1.864	\$77,316 1.9216
14	\$72,681 1.8064	\$73,888 1.8364	\$74,998 1.864	\$77,316 1.9216	\$79,633 1.9792
15	\$74,998 1.864	\$76,205 1.894	\$77,316 1.9216	\$79,633 1.9792	\$81,951 2.0368
16	\$77,316 1.9216	\$78,523 1.9516	\$79,633 1.9792	\$81,951 2.0368	\$84,268 2.0944
17	\$79,633 1.9792	\$80,840 2.0092	\$81,951 2.0368	\$84,268 2.0944	\$86,586 2.152
20	\$81,951 2.0368	\$83,158 2.0668	\$84,268 2.0944	\$86,586 2.152	\$88,903 2.2096
24	\$84,268 2.0944	\$85,475 2.1244	\$86,586 2.152	\$88,903 2.2096	\$91,221 2.2672

GRIEVANCE PROCEDURE FORM

AGGREVIED _____

PROGRAM _____ DEPARTMENT _____

SUPERVISOR _____ DATE OF
INFORMAL DISCUSSION _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED _____

_____ INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

HAVE YOU DISCUSSED THIS WITH YOUR SUPERVISOR? yes _____ no _____

IF YES, WHAT ACTION HAS BEEN TAKEN SO FAR?

Grievant

GRIEVANCE DECISION FORM

LEVEL I DECISION _____

DATE _____

SIGNATURE _____

Supervisor

GRIEVANT'S DESIRE _____

AGGRIEVED _____

LEVEL II DECISION _____

DATE _____

SIGNATURE _____

Superintendent

GRIEVANT'S DESIRE _____

AGGRIEVED _____

MEDINA COUNTY CAREER CENTER
PROFESSIONAL VISITATION FORM

TO: SUPERINTENDENT

FROM: _____ DATE SUBMITTED: _____

SUBJECT: APPROVAL FOR PROFESSIONAL VISITATION WITH PAY

MEETING: _____

DATES: _____

PLACE: _____

ORGANIZATION: _____

ESTIMATED COST TO BOARD OF EDUCATION:

Registration _____

Transportation _____

Meals _____

Lodging _____

Other _____

Total _____

SUBSTITUTE NEEDED: YES Period 1/2 AM 1/2 PM Whole NO

Previous days of professional visitation this school year _____

SUPERVISOR _____ APPROVED DENIED

Comments: _____

DIRECTOR _____ APPROVED DENIED

Comments: _____

SUPERINTENDENT _____ APPROVED DENIED

Board of Education Action (when necessary) APPROVED DENIED

**MEDINA COUNTY CAREER CENTER
NON-ACCUMULATIVE LEAVE**

Revised 10/13

This form must be submitted to the Superintendent through the immediate supervisor. It is understood that except in cases of emergency this notice must be submitted to the supervisor five (5) days in advance of the planned absence. Written explanation of reason for leave must be provided when request is submitted with less than five (5) days advance notice.

I intend to use 1/4 Day 1/2 Day Full Day of non-accumulative leave
on ____/____/____ for one of the following reasons:
Month Day Year

- a. Attendance at a funeral not covered under sick leave;
- b. Mandatory court appearance;
- c. Religious Holiday;
- d. Necessary personal business matters which cannot be conducted outside of my regular working hours;
- e. Unusual or immediate family obligations, excluding vacation, which cannot be attended to outside my regular working hours.

Reason for emergency request (less than five [5] days advance notice) _____

SUBSTITUTE NEEDED: AM PM FULL DAY NO SUB NEEDED

Signature of Employee _____ Date _____

Acknowledgement of receipt by immediate supervisor _____ Date _____
Signature

Acknowledgement of receipt by Director _____ Date _____
Signature

<p>Verification that employee has sufficient leave credit to cover this absence.</p> <p style="text-align: center;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p> <p>_____ Superintendent Date</p>	<p style="text-align: center;">Leave Approval</p> <p style="text-align: center;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p> <p>_____ Superintendent Date</p>
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**BOARD OF EDUCATION
MEDINA COUNTY CAREER CENTER**

PROFESSIONAL STAFF
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STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. Purposes of teacher evaluation are:

- To serve as a tool to advance the professional development of teachers.
- To inform instruction.
- Identify and document observed teacher competencies
- Facilitate teacher/evaluator communication.
- Identify areas for improvement and positive assistance.
- To assist teachers in remedying identified needs.
- To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Medina County Vocational Center Education Association (MCVCEA) and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

OTES Committee

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to utilize the OTES Committee set forth in the collective bargaining agreement with the MCVCEA for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

“**OTES**” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“**Teacher**” – For purposes of this policy, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

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MEDINA COUNTY CAREER CENTER**

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- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226;
1. SGI's, Math Coaches and Title I Reading teachers providing direct instruction will be included.

or

- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the MCVCEA.

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this policy

"Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
- d. Is employed by the Board as an administrator.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"eTPES" – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

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"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Instruments" – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

"Evaluation Procedure" – the procedural requirements set forth in this policy to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Proficient, Developing, or Ineffective.

"Student Growth" – means a unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

"Student Learning Objectives" ("SLOs") – A measurable academic growth target that is set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

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“Shared Attribution Measures” – encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.

“Value-Added” – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student’s scores on state issued standardized assessments.

“Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

“Remediation Plan” – refers to a written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. The Remediation Form (See Appendix) will be utilized for this purpose.

“Teacher Performance” – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

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MEDINA COUNTY CAREER CENTER**PROFESSIONAL STAFF
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The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Medina County Joint Vocational School District will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

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MEDINA COUNTY CAREER CENTER**

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Orientation/Training of Teachers

Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator, and will be briefed of the District's performance expectations, evaluation procedures, criteria, and the evaluation instruments which will be used in the evaluation process.

Annual updates on the teacher evaluation framework and system will be provided bargaining unit members by the OTES Committee.

***FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH
SEQUENCE***

Schedule of Evaluation

All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.

A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth in the Appendix.

Additional Criteria for Performance Assessment

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument. (See Appendix).

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Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the permission of the teacher.

Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. Both observations will occur between September 16 and May 1st.

There shall be at least two weeks between formal non-continuous observations, unless otherwise agreed by the teacher.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days and/or after an absence due to an extended illness of more than five (5) work days.

The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member.

Observation Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within five (5) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (See Appendix).

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within five (5) working days following the formal observation. (Observation Form – See Appendix).

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3220/page 8 of 14**Informal Observation/Classroom Walkthrough Procedure**

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

1. evidence of planning;
2. lesson delivery;
3. differentiation;
4. resources;
5. classroom environment;
6. student engagement;
7. assessment; or
8. or any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least 5 consecutive minutes, but not more than 10 consecutive minutes in duration.

The teacher shall be provided access to the walkthrough template.

The teacher will receive a copy of walkthrough data within three days.

Either the teacher or the evaluating administrator may schedule a meeting within 5 work days of the walkthrough to discuss any walkthrough where the evidence indicates an area of concern.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student academic growth.

Classroom teachers will be required to develop Student Learning Objectives (SLOs) for the purpose of measuring student growth. There will be at least two SLO's per teacher per school year, to a maximum of 4 SLOs. The SLO's will be developed and shared with the evaluating administrator on or before October 1st. The duration for measuring progress under an SLO

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will be at least one (1) grading period. A pre and post assessment will be submitted to the evaluating administrator.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1:** Teachers instructing in value-added subjects exclusively¹;
- A2:** Teachers instructing in value-added courses, but not exclusively²;
- B:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
- B2:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or
- C:** Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the District's Guidelines for Student Growth Measurement. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the District's Guidelines for Student Growth Measurement.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

¹ If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

² For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

³ If used, only one "shared attribution" measure can be utilized per instructor.

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An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with the OTES Committee.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

Student Growth Measures (SGM)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30th.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30th.

1. The OTES committee shall review all submitted SLOs by October 15.
2. Any SLO that is rejected by the OTES Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by [e.g., October 15] with a timeline (e.g., 10 days) for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the OTES Committee review the results for the sole purpose of verifying accuracy.

The District may use shared attribution SGM scores as determined in consultation with the OTES Committee.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

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Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

Teacher Performance

		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

Response to Evaluation

A copy of the summative evaluation report (See Appendix) will be given to the teacher at least 3 work days prior to the evaluation conference.

The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

**Professional Growth Plans and Professional
Improvement/Remediation Plans**

Based upon the results of the annual teacher evaluation as converted to the “Evaluation Matrix” above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

Teachers rated Accomplished will develop a professional growth plan for the evaluation cycle as set forth in Section FA of the Appendix.

Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Section FB of the Appendix.

Professional growth plans for a school year shall be developed no later than September 15th.

Professional growth plans shall describe the specific performance expectations, resources and assistance to be provided.

Teachers rated Ineffective will be placed on an improvement plan. A professional improvement plan is a clearly articulated assistance program for a teacher who received an Ineffective rating on his/her evaluation. Teachers with an Ineffective rating will develop an improvement plan with their credentialed evaluator.

The professional improvement plan shall include:

- A. Specific performance expectations, deficiencies, goals, resources and assistance to be provided,
- B. Timeline - A minimum of a six (6) week period of time given to the teacher to meet the requirements, address deficiencies, meet target dates and dates of review of the plan.
- C. The district will provide for the allocation of financial resources to support professional development for a teacher on an improvement plan.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

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If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education's statewide evaluation framework. The Board's plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement.

The student growth data obtained under this policy shall not be used in any decision concerning the retention, promotion, or removal of any teacher until the initial two years of data under this policy have been collected (2013-2015).

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the MCVCEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

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R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226,
3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative Teacher Evaluator

<u>Annual Focus</u> These are addressed by the evaluator as appropriate for this teacher.	<u>Date</u> Record dates when discussed	<u>Areas for Professional Growth</u> supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
<p>Goal 1: Student Achievement/Outcomes for Students Goal Statement:</p> <p>Evidence Indicators:</p>		
<p>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession Goal Statement:</p> <p>Evidence Indicators:</p>		

 Evaluator Signature Date Teacher Signature Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

MEDINA COUNTY CAREER CENTER

ASSAULT LEAVE REQUEST

Date _____

Name of Assaulted Teacher

Date of assault _____ Time _____

Location where assault occurred _____

Nature of injury _____

Identity and/or description of assailant _____

Witnesses, if any. _____

Details of incident (attach extra page if necessary) _____

It is understood that the assaulted teacher will cooperate with the Board of Education in legal proceedings. Falsification of reports is grounds for dismissal under Section 3319.16 of the Ohio Revised Code.

Signature of Assaulted Teacher

Please attach a statement by your physician defining the nature and anticipated duration of disability.

Forms must be completed and reviewed by the Superintendent before eligibility will commence.

REPORT OF ADMINISTRATIVE VISIT
(NON-OTES)

Class _____

Date _____

Teacher _____

Length of
Observation _____

Comments:

Administrator _____

White Copy: Teacher

Pink Copy: Administrator

MEDINA COUNTY CAREER CENTER
Teacher Appraisal
(Non-OTES)

(one copy for Supervisor, one for Director, one for Teacher and one for Superintendent)

Teacher _____

Assignment _____

Observation Dates _____ Conference Date _____

Comments:

Teacher's Signature

Supervisor's Signature

(Signatures signify that this report has been read and discussed by both parties.)

SATELLITE UNITS MEMORANDUM OF UNDERSTANDING

I. Seniority and Layoffs

- A. No teacher employed by a satellite school district during the year of transfer of units who is offered and accepts a position with the Medina County JVSD Board, shall have the right, in the event of a layoff, to displace a teacher who has been employed and assigned to the MCJVSD Board prior to the effective date of the transfer.
- B. No teacher employed by the MCJVSD Board and assigned to the Career Center Campus prior to the transfer of units shall have any right to displace a teacher assigned to work in a Satellite School prior to the transfer of units.

II. Continuing Contract Status

- A. Any teacher employed by a Satellite School District who has achieved continuing contract status shall be granted continuing contract status by the MCJVSD Board if that teacher is offered and accepts a position with the MCJVSD Board effective with the school year of transfer of units.

III. Involuntary Transfer

- A. The MCJVSD Board shall not involuntarily transfer any teacher from the Career Center Campus to a Satellite School District or from any Satellite School District to the Career Center Campus.
- B. No teacher employed by the MCJVSD Board shall be involuntarily transferred from one Satellite School District to another Satellite School District.
- C. The involuntary transfer statements presented in A and B apply only to those instructors already on the staff of the districts identified and will not pertain to those employed after the signed memorandum becomes effective.

IV. Evaluations

All evaluations of teachers assigned to Satellite School District(s) shall be conducted pursuant to Article X of the Master Agreement. Advice, data, and input requested of, and received from, administrators in the Satellite School District who have directly observed and interacted with the teacher, will be utilized, pursuant to the third sentence of Section 10.011 of Article X of the Master Agreement, in preparing the evaluations.

The MCJVSD Board's Administration will inform each Satellite School District's Administration of the evaluation cycle appearing in Article X in order that input from a Satellite School District's administrators can be considered in a timely manner.

V. Insurance

- A. Provided that it is acceptable to the insurance companies involved, any teacher employed by a Satellite School District who is offered and accepts a position with the MCJVSD Board shall have no break in any insurance coverages that are available under the MCJVSD Board's Master Agreement with the Association.
- B. Providing that it is acceptable to the insurance companies involved, all insurance coverages for such teachers shall be effective the first day of work for the MCJVSD Board, and no waiting periods, or any other conditions, shall be imposed upon the teacher to delay the immediate implementation of full insurance coverages.
- C. If A and/or B above are not acceptable to the insurance company for any teacher or his/her dependents, the MCJVSD Board shall arrange coverage through the Satellite School District until coverage can be implemented at the MCJVSD. Payment shall not be required from the bargaining unit member.

VI. Reduction In Force

- A. Any teacher employed by the MCJVSD Board whose contract is suspended or who is laid off as a result of reduction in force at the Career Center Campus, shall be recommended for due consideration for hiring in the Satellite School District for any position for which the teacher is qualified as to certification.
- B. Any teacher employed by the satellite School District whose contract is suspended or who is laid off as a result of a reduction in force at the Satellite School District shall be given due consideration for hiring by MCJVSD Board for any position for which the teacher is qualified as to certification.

VII. Salary Schedule Credit

- A. Any teacher employed by a Satellite School who is offered and accepts a position with the MCJVSD Board, shall be placed on the MCJVSD Board salary schedule at (the same numerical step of the Career Center Campus salary schedule that the teacher would occupy on the Satellite School District salary schedule for the current school year) and the comparable class to that which the teacher would occupy on the Satellite School District salary schedule.

VIII. Application to Guidance Counselors and Occupational Evaluators

The provisions of this Memorandum of Understanding shall also apply to the seniority and layoff of guidance counselors and occupational evaluators.

MEDINA COUNTY CAREER CENTER
REQUEST FOR ABSENCE WITHOUT PAY

ADM. 14
Revised 7/94

TO: Superintendent

DATE:

FROM:

SUBJECT: Request for ABSENCE WITHOUT PAY

I am requesting the following date(s) for
ABSENCE WITHOUT PAY

(date)

REASON:

Signed: _____
Employee

ACKNOWLEDGED

Signed: _____
Supervisor

Date

_____ Approved Disapproved
Superintendent

TO BE SUBMITTED AT LEAST 5 DAYS IN ADVANCE

MEDINA COUNTY CAREER CENTER

**ADDITIONAL EXTENDED DAYS
AND
SUPPLEMENTAL SERVICE FORM**

TO: SUPERINTENDENT

FROM: _____ DATE: _____

SUBJECT: APPROVAL FOR ADDITONAL EXTENDED DAYS OR
SUPPLEMENTAL SERVICE PAY

PURPOSE: _____

PLACE: _____

ORGANIZATION: _____

SUPERVISOR _____ APPROVED DENIED

Comments: _____

DIRECTOR _____ APPROVED DENIED

Comments: _____

SUPERINTENDENT _____ APPROVED DENIED

Board of Education Action (when necessary) APPROVED DENIED

Medina Alternate Ideal Plan		
	Alternate Ideal Plan Benefits - NON-Grandfathered	
Benefits	Network	Non-Network Facility Charges
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26; Removal upon End of Month	
Working Spouse Language	Applies to Medical & Prescription Drug	
3 Month Deductible Carryover	Does Apply	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family ¹	\$150 / \$300	\$300 / \$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	\$750 / \$1,500	\$1,500 / \$3,000
Maximum Out-of-Pocket Including Deductible - Single / Family	\$900 / \$1,800	\$1,800 / \$3,600
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	70% after deductible
Specialist Office Visit ²	\$20 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$20 copay, then 100%	70% after deductible
All Immunizations	100%	70% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law ³	100%	70% after deductible
Routine Physical Exam (Age 21 and older) ²	100%	70% after deductible (One exam per benefit period)
Well Child Care Services (Birth to age 21) ²	100%	70% after deductible (Including Exam, Routine Vision and Routine Hearing Exams and Well Child Care Immunizations)
Well Child Care Laboratory Tests (Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	70% after deductible (Combined 40 visits per benefit period)
Chiropractic Therapy - Professional Only	90% after deductible	70% after deductible (12 visits per benefit period)
Speech Therapy - Facility and Professional	90% after deductible	70% after deductible (20 visits per benefit period)
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ⁴	\$50 copay, then 90%	\$50 copay, then 70%
Non-Emergency use of an Emergency Room ⁵	\$100 copay, then 90%	\$100 copay, then 70%

Medina Alternate Ideal Plan		
	Alternate Ideal Plan Benefits - NON-Grandfathered	
Benefits	Network	Non-Network Facility Charges
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible (120 days per benefit period)
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	\$20 copay, then 100%	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible (120 visits per benefit period)
Additional Services - cont'd.		
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug		
Retail Program with Oral Contraceptive Coverage	SuperMedScript ^{7,8} Retail Program - 30 Day Supply - for the initial filling and up to two refills of a prescription drug \$10 Generic / \$20 Formulary Brand / \$40 Non Formulary Brand SuperMedScript ^{7,8} Retail Program - 30 Day Supply - after the third retail fill of a prescription drug \$20 Generic / \$40 Formulary Brand / \$80 Non Formulary Brand	
Mail Order Program with Oral Contraceptive Coverage - 90 Day Supply	SuperMed Script ^{7,8} Home Delivery Program \$25 Generic / \$50 Formulary Brand / \$100 Non Formulary Brand	

Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Medina Alternate Ideal Plan		
Alternate Ideal Plan Benefits - NON-Grandfathered		
Benefits	Network	Non-Network Facility Charges

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁶If the member requests a brand name drug and a generic equivalent drug is manufactured, the member pays the Generic Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the

⁷SuperMed Script contains the following:

-Generic Incentive: If the physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

-Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

⁸Coverage includes Preventive Medications, in accordance with Federal Law. Rx Selections and Coverage Management.