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NEGOTIATED AGREEMENT

BETWEEN

MIDVIEW LOCAL BOARD OF EDUCATION

AND

MIDVIEW EDUCATION ASSOCIATION

FOR

SCHOOL YEARS

2013-2014
2014-2015
2015-2016

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PREAMBLE

The Board of Education of the Midview Local School District and the Midview Education Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their communities are a joint responsibility. The effective discharge of that responsibility requires cooperation between the Board, Superintendent, administrative staff and the educational staff. To achieve mutual goals, relationships among these groups must be established and maintained on the basis of their common interests and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent, the administrative staff and the educational staff, can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience, and judgment of the other in resolving matters of mutual concern which affect the quality of the educational program.

It is the purpose of this Agreement to establish such relationships between the Board of Education, hereinafter referred to as the Board; the Midview Education Association, hereinafter referred to as the Association, the members(s) of the Bargaining Unit, hereinafter referred to as the Member(s); and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern.

ARTICLE 1 – RECOGNITION

- A. The Midview Education Association, an affiliate of the National Education Association, the Ohio Education Association, and the North Eastern Ohio Education Association shall represent all certificated/licensed personnel of the Midview Local School District. The Board recognizes that the Association is solely responsible for Association activities.
- B. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all full and part-time certificated/licensed personnel employed by the Board. This includes:
 - 1. Classroom teachers, guidance counselors, speech and hearing therapists, media specialists, psychologist(s), L.D. Tutors, home instruction tutors who are otherwise regularly employed by the Board, long-term substitutes according to the restrictions set forth in Article 6, Section E, and Members who have been suspended from employment according to the “Reduction-in-Force” provisions of this Agreement.
 - 2. Excluded from the Bargaining Unit are the Superintendent, Assistant Superintendent(s), Principals, Assistant/Unit Principals, other persons serving in full-time administrative capacities, the full-time High School Athletic Director, short term substitutes, permanent substitutes, and home instruction tutors who are not otherwise regularly employed by the Board.

3. The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.
4. All members of the Bargaining Unit have the right to join or not join the Association without intimidation or coercion.
5. At such time that a nurse is employed by the Board, that person will return to the bargaining unit.

ARTICLE 2 – PAYROLL DEDUCTIONS

- A. Deductions from the regular salary will be the applicable taxes in accordance with the Member's claim for exemption and retirement. Association dues or fees including FCPE contributions, income protection insurance, Financial Institutions, and annuities can be deducted, if so directed in writing by the Member. If for any reason, the Board fails to make a dues deduction for any Member, it shall make that deduction from the Member's next pay.
- B. The Board will deduct from the pay of each Member from whom it has received or receives an authorization to do so the Association's annual membership fee in uniform dollar amounts. Such deductions will be made annually within ten (10) equal pay periods commencing with the second pay period in October. All deductions will be made in equal payments from each regular paycheck. Should a Member terminate his/her employment prior to the full deduction of dues, the Treasurer shall deduct the balance of dues owed from the Member's final paycheck.
- C. Fair Share Fee
 1. The Board shall deduct from the pay of members of the Bargaining Unit who elect not to become or remain members of the Midview Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
 2. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Payroll deduction of such fair share fees shall begin at the second payroll period after January 15 except that no fair share fee deductions shall be made for Members employed after January 15 until the second paycheck, which period shall be the required probationary period of newly-employed Members.
4. The Treasurer of the Board shall, upon notification from the Association that a Member has terminated membership, commence the deduction of the fair share fee with respect to the former Member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
5. The Board further agrees to accompany each such transmittal with a list of the names of the Members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
6. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the Bargaining Unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
7. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
8. The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer.
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
9. The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the Bargaining Unit represented by the Association.

ARTICLE 3 – NEGOTIATION PROCEDURES

- A. A letter of intent to bargain for professional negotiations shall be submitted by the Association to the Superintendent or his/her designated representative, or by the superintendent to the Association President or his/her designated representative preceding the expiration of this Agreement. A mutually convenient meeting shall be held within thirty (30) days of the above established date unless all parties agree to a later date.
- B. The following negotiation procedures shall apply:
- 1. Members of the Board or their designated representatives shall meet with the designated representatives of the Association (no more than six (6) on each team), for the purposes of negotiating and seeking agreement. Each team may have no more than one (1) person who is not an employee of the Board. Neither party will attempt to exert any control over the other's selection of its representatives. Each party shall be entitled up to three (3) alternates who may sit in attendance.
 - 2. The Board and Association will negotiate at mutually agreed to times and places.
 - 3. Negotiation meetings shall be closed.
 - 4. Each negotiation team may use consultants in the course of negotiations.
 - 5. Either team may recess for a caucus at anytime for not more than thirty (30) minutes unless extended by mutual agreement.
 - 6. Factual progress reports may be made to the represented bodies of either team at its discretion.
 - 7. As soon as available, the Board and Association will exchange such legally permissible information as is necessary to develop the proposals being negotiated.
- C. When the final agreement is reached through negotiating, the outcome shall be reduced to writing, initialed by both chief negotiators, and submitted to the Association and to the Board for approval. Once approved, the Agreement shall be signed by the parties. The Board shall provide copies of the Agreement in booklet form to all Members within thirty (30) days of ratification by both parties, the cost to be paid equally by both parties.

D. During the course of any negotiations described in this Agreement, the parties mutually pledge that such negotiations shall be conducted in good faith as defined in Chapter 4117 O.R.C.

E. Federal Mediation and Conciliation Service

If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in the request.

F. The parties agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Section 4117.14 O.R.C. The parties further agree that the Members have the right to strike under Section 4117.14 of the O.R.C. provided that the Association has given a written notice of an intent to strike to the Board at least ten (10) days prior to the intended strike.

G. The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, limited only by the specific and express terms of this Agreement. This provision shall not supersede nor infringe on any rights provided in Chapter 4117, O.R.C.

H. Midterm Bargaining

1. Midterm bargaining shall be viewed by the parties as an activity necessitated under extenuating circumstances or by mutual agreement of the parties. Should compliance with a state or federally mandated or adopted action or program be highly likely to have a detrimental impact upon the District if not implemented, then the Board shall first explore, in good faith, methods of compliance which do not adversely impact Members' wages, hours, terms and/or conditions of employment. Thereafter, if not resolved, the parties will engage in midterm bargaining in a good faith effort to reach agreement on any and all outstanding issues presented.

2. Before restructuring any school(s) as a result of state or federally mandated actions, assessments or sanctions, the Board will provide the Association with an adequate opportunity to review data and information upon which the determination to restructure is believed to be based and consider any input provided by the Association at least fourteen (14) calendar days prior to any action by the Board. To the extent that any proposed change affects wages, hours, terms and/or conditions of employment, such changes shall be subject to midterm bargaining as set forth in 3.9.1, above.

ARTICLE 4 – ASSOCIATION RIGHTS

- A. Recognition of the Association as the bargaining agent shall entitle the Association to certain exclusive rights. Any other organizations which desire status as the bargaining agent for the professional staff shall not have the hereinafter stated rights.
- B. Duly authorized representatives of the Association may transact official Association business on school property before or after school and during the lunch or duty free period provided this business does not interfere with or interrupt normal school operations.
- C. Duly authorized representatives of the Association are permitted to use the office facilities provided that:
 - 1. Such use does not interfere or interrupt the normal functioning of the school.
 - 2. The facility is available.
 - 3. The facility is open and serviced by a custodian.
 - 4. The request for a facility is made in writing.
 - 5. Prior approval of a building administrator is received.
- D. Duly authorized representatives of the Association are permitted to use the office equipment provided that:
 - 1. Such use does not interfere or interrupt the normal functioning of the school.
 - 2. Prior approval of a building administrator is received.
 - 3. The use is for the business of the Association and not for public distribution.
 - 4. The cost of expendable supplies and repairs for damage caused by misuse of equipment by the Association will be paid by the Association.
 - 5. The use is strictly to serve the legitimate business of the Association such as the production of records, notices, or correspondence.
 - 6. Equipment will be used at such times other than when assigned to classes or supervisory assignments.
 - 7. The Association will be assigned an access code.
- E. The Association shall have the right to use the school mail and inter/intra District mail for Association business. The Association may use District e-mail according to the Acceptable Use Policy.

- F. The Association and any Member who makes a request shall be provided one copy of the Midview Personnel Directory.
- G. Bulletin board space in each building shall be available to the Association.
- H. The Board shall provide the Association with the name(s), addresses, and phone number(s) of newly hired certified/licensed staff.
 - 1. The Association President will be allotted up to twenty (20) uninterrupted minutes during the first hour of the agenda for the New Teacher Orientation meeting to address new teachers. The Association President shall be invited to the Retire/Rehire meeting each year.
- I. The Association President shall receive a copy of the Board agenda and all non-confidential appendices at the same time such documents are made available to the Board.
 - 1. The Association shall receive one (1) copy of the Board's Records of Proceedings. One (1) such copy shall be posted in each building.
- J. All policy amendments and/or new policies will be provided to the Association through distribution of Board Meeting Agendas to the Association President prior to the Board Meeting.
- K. The Association may conduct membership activities on staff inservice day(s).
- L. All elected or appointed committee members of the Midview Education Association shall be released from their respective buildings immediately following the end of the student day when possible. The released time shall be for attendance at regularly scheduled or emergency committee meetings of the Midview Education Association. In case of previously scheduled building activities, that would require attendance of these Members, the building principal has discretionary approval to grant release time.

ARTICLE 5 – INDIVIDUAL RIGHTS

- A. The Board and the Association affirm their commitment to non-discrimination in terms, conditions and privileges of employment. All aspects of the personnel system shall be administered without regard to marital status, age, national origin, disability, gender, race, or religion.
- B. Members shall have the right to participate in professional and civic organizations for their personal benefit and interest.

- C. The private and personal life of any Member is not within the appropriate concern or attention of the Board as a condition of employment as long as it does not interfere with his/her duties.
- D. No reprisals shall be made against any employee by reason of his/her membership in the Association.
- E. The central office personnel file and each building administrator's personnel file and payroll file shall be the only record kept of Members and shall be maintained under the following conditions. Other files required by law will be kept. The MEA will be notified of any new class of files established and the reason for their existence.
 - 1. No derogatory material concerning a Member's conduct, service, character, or personality shall be placed in his/her file unless the Member is permitted to read the material. The Member shall acknowledge that he/she has read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its contents. If the Member refuses to sign, a dated note to that effect may be attached to the material.
 - 2. The Member(s) shall have the right to rebut any material filed and his/her rebuttal shall be attached to the file copy.
 - 3. Upon a Member's request, he/she shall be permitted to examine his/her files.
 - 4. The Member shall be entitled to a copy of any material in his/her file. If the Association is asked to file a grievance on behalf of the Member, the Association shall also be entitled to a copy of any material in the file upon written request from the Member involved at their own cost.
 - 5. Anonymous and/or unsupported material shall not be placed in personnel files.
 - 6. A grievance or complaint by a Member shall not be placed in his/her personnel file.
 - 7. Information in the personnel file may be removed upon mutual agreement of the Member and the administrator making the entry or the Superintendent.
 - a. Information, other than official evaluation forms, shall be removed upon Member's request after seven (7) years have elapsed or upon service retirement, unless the issues/conduct addressed in such documentation continues to be an issue for the Member.

8. Except to the extent required by law, a Member's personnel file shall not be opened to the public. In the event access to a Member's personnel file is required by law, the Member shall be advised in advance and shall be notified and provided with an opportunity to be present during such inspection. However, the Board shall comply with Ohio Public Records law.
- F. A Member shall have the right to MEA/OEA representation during an official reprimand conference. The Member shall be afforded reasonable time to secure representation.
1. An official written reprimand is a letter placed on file following a conference with the person reprimanded regarding a breach of Board policy, administrative rules and regulations, Negotiated Agreement, or for other just cause.
 2. No Member shall be reprimanded verbally or otherwise in the presence of any other person(s), unless under extenuating circumstances, or where a Member has requested the presence of another person.
- G. Except in the case of allegations of abuse, parental complaints against Members are best handled and resolved as close to their origin as possible. The proper channeling of parental complaints involving instruction, student discipline, or learning materials should be as follows:
1. Member
 2. Principal
 3. Superintendent
 4. Board
1. Parental complaints as described in Article 5, Section G about Members shall be investigated fully and fairly. The complainant shall be requested to submit his/her complaint in writing. Anonymous complaints shall be disregarded.
 2. In any of the steps/meetings in Article 5, Section G, a Member may be accompanied by an MEA/OEA representative and/or counsel. Conferences regarding such complaints shall be private and handled discreetly.
 3. The Board will take no reprisals against members of the bargaining unit for the participation in any of its lawful activities.
- H. Members shall not be required, by reason of elimination of other positions, to perform additional non-job description duties such as administrative, custodial, nursing or secretarial.

ARTICLE 6 – CONTRACTS

A. Employment

1. The Board shall hire only certificated/licensed personnel holding standard certificates/licenses issued by the State Department of Education for every regular teaching assignment. “Standard” certificates/licenses include those set forth in O.R.C. Section 3319.22.

2. Salary Schedule Placement
The following shall be the criteria for which a newly employed teacher shall be given salary schedule placement:
 - a. Previous experience in public, private or parochial schools recognized by the state department of education and college or university teaching.
 - b. Peace Corp, vista, or work experience required for certification.
 - c. Military service.
 - d. A total of up to and including five (5) years from the combined list above shall be recognized. (A minimum of one hundred twenty (120) teaching days is necessary to constitute a year.)
 - e. The administration has the authority to negotiate salary schedule placement for new teachers with more than five (5) years experience; however, the placement will not be less than five (5) years and will not exceed the actual years of previous experience as defined by this section.

3. Non-renewal of limited teaching contracts for certified employees who have been employed for two (2) years or less:
 - a. At least ten (10) days prior to the Board action, limited contract teachers who have been employed for two (2) years or less shall be notified in writing by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case. Teachers whose contracts are non-renewed shall receive written notice from the Board not later than April 30.
 - b. This non-renewal procedure for certified teachers who have been employed for two (2) years or less supersedes all provisions of O.R.C. §3319.11, and such teachers shall have no right to challenge such nonrenewal pursuant to O.R.C. §3319.11.

B. 2-Year Contracts

A Member with five (5) or more years in the District shall be issued a two (2) year limited contract.

C. Continuing Contract

Members who anticipate meeting the legal requirements for continuing contract, O.R.C. §3319.08, §3319.11 or other new laws as they may apply during the term of this agreement, must notify the Board of their eligibility by November 15.

All certificates/licenses must be on file in the Superintendent's office by April 1 to be considered for tenure status.

A Member who meets the requirements for eligibility for continuing contract shall be considered for continuing contract at the end of the first year of a two-year limited contract.

- D. Upon recommendation of the Superintendent, Members in their final year of a limited contract under consideration for continuing contracts, may be granted extended limited contracts by the Board for a period of one (1) year, effective at the end of that Member's current limited contract. Any Member receiving an extended limited contract will be given reasons directed at professional improvement prior to April 30 in any year the Board acts to grant an extended limited contract. If re-employed at the end of an extended limited contract, Members otherwise eligible shall be granted a continuing contract.

E. Long-Term Substitute Contracts

Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract for the period of their employment, which shall automatically expire at the end of that period or upon the cessation of the original cause which led to the employment of the long-term substitute (e.g., return to duty of a teacher from a leave of absence) without any action by the Board or further notice to the teacher.

1. Beginning with the 61st day of employment in the same assignment, a long-term substitute or a permanent substitute shall be placed on the BA-0 step of the salary schedule. Subsequent continuous employment for the succeeding school year in the same assignment under another one-year limited contract shall allow the long-term substitute to move on the salary schedule according to his/her training and experience.
2. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3 ½] hours per day) in any one school year.

3. The following contractual and statutory provisions shall not apply to long-term substitutes:
 - a. Non-Renewal rights as found in Article 13 and Section 3319.11 of the Ohio Revised Code;
 - b. Evaluation Rights as found in Article 12 and Section 3319.111 of the Ohio Revised Code;
 - c. Reduction in Force rights as found in Article 15 and Section 3319.17 of the Ohio Revised Code;
 - d. Insurances found in Article 21; and
 - e. Leaves in Article 16, with the exception of sick and personal leave, on a pro rata basis. Long-term substitutes used in consecutive years may use sick leave accumulated in the prior year on Day 1 if the teaching assignment is the same as the prior year. If the long-term substitute is placed in a new assignment for the new school year, the substitute must wait the sixty (60) day waiting period to use sick leave.

F. Permanent Substitute Contracts

Permanent substitutes are defined as substitute teachers who are assigned to a designated school or schools on a daily basis. All permanent substitutes shall receive a written contract for a specified period of employment, which shall automatically expire at the end of that period without any action by the Board or further notice to the permanent substitute.

1. Permanent substitutes shall be placed at the BA-0 step of the salary schedule upon their initial year of employment as a permanent substitute. Subsequent continuous employment under another one-year limited contract shall allow the permanent substitute to move on the salary schedule according to his/her training and experience.
2. Permanent substitutes shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3½] hours per day) in any one school year.
3. The following contractual and statutory provisions shall not apply to long-term substitutes: Non-Renewal rights as found in Article 13 and Section 3319.11 of the Ohio Revised Code; and Reduction in Force rights as found in Article 15 and Section 3319.17 of the Ohio Revised Code.

4. Permanent substitutes are to be evaluated in conformance with Article 12 of this Contract; however, nothing herein shall affect the automatic expiration of permanent substitute contracts as set forth above.

- G. To the extent that the provisions of this Article differ from the provisions of Revised Code Sections 3319.11 (extended limited contract; Non-Renewal); 3319.111 (Evaluation); 3319.17 (Reduction in Force) and/or 3317.13 (salary schedule placement), the parties hereto agree that this Article shall supersede and take the place of those statutory provisions.

ARTICLE 7 – GRIEVANCE PROCEDURES

- A. The Association and the Board recognize that, in the interest of effective personnel management, a procedure is necessary whereby the Members can be assured a prompt, impartial, and fair hearing on their grievances. Members are assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting a grievance. A Member shall have the right to personally present a grievance as long as (beginning at Level I) the Association President or his/her designee has the opportunity to be present. A Member may be represented at all levels of the grievance procedure by a representative of choice. The primary purpose of this procedure shall be to obtain at the lowest administrative level, and in the shortest period of time, equitable solutions to grievances. Both the Association and the Board agree that grievance proceedings shall be handled in a confidential manner.

- B. A grievance is a complaint involving an alleged violation, misinterpretation and/or misapplication of the Negotiated Agreement.

- C. An individual grievance may be initiated by a Member.

- D. An Association grievance may be initiated by the Association on an alleged violation that affects a Member.

- E. An alleged violation shall be discussed first informally with the appropriate administrator prior to the initiation of the grievance procedure.

- F. A grievance shall be reduced to writing and shall include. (See attachment A.)
 1. The facts upon which the grievance is based.
 2. The date of occurrence.
 3. The specific provision of this Agreement which is alleged to have been violated.
 4. The relief sought.

- G. The Association shall be available to assist any Member in preparing the proper and complete information necessary to expedite the procedure.
- H. Choice of Association representative(s) may be used by any or all parties involved in the grievance procedure at all levels beginning with Level I.
- I. Time limits shall be considered as a maximum unless otherwise extended by mutual written agreement by the parties involved.
- J. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean that the grievance has been withdrawn without prejudice.
- K. Failure by the Administration or Board at any level to respond in the time limit shall mean that the grievant may proceed to the next step of the procedure.
- L. After verbally notifying the building principal, a grievance may be initiated at Level II when the subject is not within the realm of the building principal's responsibility or control.
- M. Nothing contained in this procedure shall be construed as limiting the rights of a Member to use other legal forums in resolving a complaint or problem.
- N. Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the administration.
- O. A day shall be a school day. Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year. During holiday breaks or during the summer months, either party may extend the time limits to accommodate these breaks. These time limits may be extended further by mutual agreement of both parties.
- P. No records, documents, or communications concerning a complaint or grievance shall be placed in the personnel file of any of the participants. However, a separate file shall be kept specifically for grievances.
- Q. Level I - Administration
 - 1. A copy of the written grievance shall be submitted to the immediate administrator of the aggrieved party within twenty (20) days of his/her becoming aware of the alleged violation, or said grievance shall no longer exist. A copy of said grievance shall be filed with the Superintendent.
 - 2. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved, the administrator, or both, may have present such persons as may

provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

3. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance. A copy shall be sent to the Superintendent.

R. Level II - Superintendent

1. If the aggrieved is not satisfied with the suggestion for resolution received at Level I, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.
2. The meeting shall be held within five (5) days of the request and shall be conducted in a manner as stated at Level I.
3. Within five (5) days of the meeting, the Superintendent shall provide the aggrieved and the immediate administrator of Level I a written response stating his/her position and suggestion(s) for resolution of the grievance.

S. Level III – Arbitrator

1. If requested in writing by the aggrieved, the Association may, not later than fifteen (15) days after receipt of the written decision of the Superintendent at Level II, refer the grievance to arbitration by giving written notice to the Treasurer of the Board.
2. Not later than five (5) days after such notice is given, representatives of the Association shall request a panel of nine (9) names from the American Arbitration Association. Unless another method is mutually agreed at the time, the arbitrator shall be chosen using the alternate strike method. Either party may request a second list of arbitrators. No more than one additional list may be requested with the cost of the second list paid by the requester. The arbitrator shall hold the necessary hearing promptly and issue his/her findings and recommendations within the time specified by the Voluntary Rules of the American Arbitration Association or within such other time as may be agreed upon by the parties, which findings and recommendations shall be in writing.
3. Decisions of the arbitrator which are consistent with the Association's and Board's legal authorities and pertain exclusively to the provisions of this contract, shall be binding. The cost of the arbitration will be paid by the losing party.

ARTICLE 8 – PROFESSIONAL COMMUNICATIONS

- A. The President of the Association has a vital role as leader and official representative of the Members. The President is encouraged to communicate matters of concern to the administration.

- B. The Superintendent’s Advisory Council shall meet monthly at an agreed time and date. The Association President shall determine the members, whose total shall not exceed seven (7).
 - 1. This meeting shall provide a forum to encourage communication between the Association and the Superintendent.
 - 2. At this meeting the Association shall have the opportunity to review and discuss items scheduled to be on the Board’s agenda for the upcoming Board meeting.

ARTICLE 9 – SCHOOL CALENDAR

- A. The School Calendar shall be based on:
 - 1. Student instruction and conference days 180
 - 2. Inservice/Records and Reports days 4

- B. Days of inservice shall be distributed as follows:
 - 1. Two (2) days of professional development and preparation for the opening of the school year. The first day will be planned by the Administration. The second day will be exclusively used as a Records, Report and Preparation Day for Members to prepare for the beginning of the school year. The building representative and the building principal may agree that it is necessary to hold a short meeting during the second day if special circumstances arise. Both parties must be in agreement. The Administration has the right to offer professional meetings or training on a voluntary basis on the second preparation day. Under no circumstances shall a staff member be coerced or required to attend voluntary professional training or informational meetings offered on the second day prior to the opening of the school year.
 - 2. Closing day for professional closure of school planned by the Administration. The Association may provide input for the planning of this inservice. Any District wide meetings held on closing day will not exceed one and one-half (1 ½) hours in length.

3. One professional Inservice/Records and Reports Day jointly planned by the Association and the Administration to be scheduled at the end of the first semester. Except by mutual agreement, no more than one and one-half (1 ½) hours shall be devoted to meetings and the remainder of the day shall be devoted to records and reports.
 4. An inservice day for the North Eastern Ohio Education Association (NEOEA) day shall be optional for Members to attend. The day will not count as one of the four (4) contracted days in the School Calendar for Inservice/Records and Report days and shall not be scheduled for instruction.
- C. A Joint Calendar Committee shall be established to create a recommended school calendar. The committee's meetings will occur outside of the regular school day. The committee shall consist of five (5) bargaining unit members appointed by the MEA president and up to five (5) administrators appointed by the Superintendent. The charge of this JCC will be to review the legal requirements, the contractual requirements, and the needs of the District to create a recommended school calendar. The committee shall specify in such recommended calendar the Inservice Days, the Parent-Teacher Conferences, the Open Houses, the Waiver/Early Release/Late Start Days, the legal Holidays, as well as the requisite winter and spring Breaks, and any other needed provisions. Then, the recommended school calendar shall be presented to the Board for its consideration, after which the Board may adopt the final school calendar.
- D. The Board at its discretion will implement at least six early dismissals/delayed start days for staff inservice training, curriculum development, preparation for conferences and implementation/continuation of educational models.
- E. Elementary early dismissals may be scheduled on different dates than secondary early dismissals.

ARTICLE 10 – EMPLOYEE PAYROLL PROCEDURES

- A. Employee Payroll Procedures
1. Members shall receive their salary payments through direct deposit bi-monthly on dates that are mutually agreed upon by the Association President and the Superintendent. Bi-monthly payment dates will be the fifteenth (15th) and thirtieth (30th) of each month.
 2. If the 15th or the 30th fall on a weekend or holiday, the regular pay date will be moved to the last workday prior to the bi-monthly payment dates.
 3. All notices of direct deposit shall be treated as confidential.

4. Beginning with the start of the 2013-2014 school year, all newly hired Members (and any other members wishing to do so) will have their direct deposit notices emailed to the account(s) of the Member's choosing. Members employed prior to the 2013-2014 school year who are currently receiving paper notices may opt to continue to receive paper notices of direct deposit. When school is not in session, notices of direct deposit shall be mailed to Members at the Board's expense. The notices of direct deposit shall be mailed or emailed so that, assuming normal mail delivery, the notices should arrive on the regular pay date.
 5. The Members shall receive their salary in twenty-four (24) equal pays during the school year through direct-deposit in up to two (2) financial institutions of the employee's choosing. Forms for designation of these financial institutions will be made available in the office of the Treasurer.
- B. The per diem rate shall be calculated by dividing the appropriate salary schedule placement by 184.
1. A Member's per diem rate shall be used when calculating extended time contracts.
- C. Supplemental pay shall be issued in regular paychecks through direct deposit once per calendar quarter on dates designated by the Treasurer depending upon the duties of the supplemental position. The Treasurer will designate these dates at the beginning of each fiscal year.
- D. Credit hours earned subsequent to the receipt of a Bachelor's Degree will be applied twice each year only under the following conditions:
1. The course was successfully completed and the Member has provided written notice of same, requesting appropriate placement on the salary schedule to the Superintendent for verification on or before September 15th for the first semester and/or January 30th for the second semester.
 2. A transcript or official written confirmation from the educational institution confirming the above grade and completion information is provided to the office of the Superintendent as soon as it is available, but no later than October 15th for the first semester and/or February 28th for the second semester. Failure to provide such transcript in a timely fashion will result in a salary adjustment back to the original placement and consideration for eligibility for advancement being postponed until the following school year.

ARTICLE 11 – WORK SCHEDULES

- A. Members shall have a minimum two hundred (200) minutes of preparation time per week. Effort shall be made to balance the preparation time over the weekly period. Attempt will be made to avoid scheduling two planning periods in any one day for

elementary classroom teachers. This time shall be within the student attendance day and shall be in addition to the Member's thirty (30) minute daily lunch period. This time shall be divided into segments of no less than twenty (20) minutes and shall be used for classroom preparation and/or training, team collaboration, student counseling, and parent conferences. Members at the middle school and high school shall have the equivalent of one (1) classroom period per day of preparation time.

- B. The length of the Members' workday shall not exceed seven (7) hours and forty (40) minutes which will include up to one-half hour before beginning of the student day. Said day shall include an uninterrupted, duty-free lunch period of at least thirty (30) minutes.
 - 1. For Members required to travel distances between buildings by car as a part of their regular assignment, reasonable efforts will be made by the Administration to adjust scheduling and assignments in order to provide Members with sufficient preparation, lunch and travel time.
- C. Members at the secondary level normally will not be scheduled for more than three (3) preparations per day. If it is necessary to schedule more than three (3) preparations, attempts will be made to reduce the preparations below (3) the following scheduling period.
- D. The Board, in compliance with State guidelines, will guarantee a school system average student-teacher ratio of 25:1.
 - 1. The Administration will consider the use of paraprofessionals in excessive and unusual circumstances, especially at grades K-6 where classrooms are in excess of thirty (30) students.
- E. Members shall attend faculty meetings and "Open Houses."
 - 1. All Members assigned to more than one building shall be required to attend open house, staff meetings and conferences only at the building in which their supervisor is located.
- F. Substituting During Preparation Time
 - 1. A Member may be assigned by the building principal to cover an absent Member's class during regularly scheduled preparation time. If more than one Member is available at the time such coverage is needed, the building principal will attempt to equitably distribute coverage assignments on a rotating basis, beginning with known and available volunteers, if any. It is recognized that such an assignment means the Member will have to work after the school day in preparation, counseling, conferences, etc. Therefore, the extra in school assignment will be compensated at the rate of \$23.00 per hour rounded up to the next one-fourth (1/4) hour.

2. A Member who voluntarily covers another Member's assigned class during the temporary absence of such other Member shall not receive additional compensation under this section. Any such voluntary substituting shall only be with the prior knowledge and approval of the building principal.
 3. During a time scheduled for elementary Art, Vocal Music, Physical Education, or Library if such special area teacher is absent from duty without a substitute, the regular classroom teacher will be paid on the basis of an hourly rate stipulated in 12.6.1 above for conducting special area related instruction. Payment for duties referred to above shall be made no later than two (2) pay periods after such duties are performed.
 4. If the class of an absent Member is split and assigned to other Members, those Members shall be paid at the daily substitute rate, in proportion to the percentage of the number of students they are assigned.
- G. The following administratively scheduled and approved assignments outside the workday shall be compensated at the rate of \$23.00 per hour rounded up to the next one-fourth (¼) hour: home tutoring, grading writing samples, Saturday School supervision, IAT members attending IAT conferences, LPDC members attending meetings, proficiency test remediation, and reading data collection/placement.
- H. The daily pay for the outdoor education program shall be \$100.00 per night.
- I. Members using a personal automobile for travel between buildings as part of their regular assignment shall be compensated at the IRS rate in effect at the time of the travel.
- J. All Members assigned to more than one elementary building shall be notified prior to September 30 as to the identity of their supervisor and evaluator(s).
- K. The parties acknowledge the existence of a variety of scheduling issues and variables involved in meeting the needs of special education and at-risk students and, further, that Members may be required to attend IAT and/or IEP conferences during preparation time. However, reasonable efforts will be made to provide an equitable distribution of Member preparation time in order to attend IEP and/or IAT meetings. Members whose involvement with special needs and/or at risk students prevents them from having adequate preparation time to attend to other necessary and authorized activities during such preparation time may seek an adjustment from the building principal who will review the circumstances supporting the request. If a Member is not satisfied with the principal's response to the request for an adjustment, he/she may appeal that determination to the Superintendent, who will issue a decision after a conference with the Member. The decision of the Superintendent will be final and not subject to further review under the grievance procedure set forth herein.

ARTICLE 12 – EVALUATION

A. Purpose

1. To assess an employee's work performance.
2. To help the employee to achieve improved knowledge and skills in performance of the work assignment.
3. To constitute the basis for personnel decisions including advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.

B. Evaluation Committee

The Association and the Board agree to a joint Evaluation Development Committee for the purpose of creating the Evaluation Framework, procedure and process for the evaluation of certified employees in Midview Local Schools. The Committee shall address the following issues:

- Who shall serve as an Evaluator?
- What is the definition of a Walk Through and what are the protocols?
- What are the Criteria for Evaluation?
- What shall be the Schedule for Observations and Evaluations?
- After reviewing the ODE Evaluation Model, how shall this be applied or modified for use in Midview?
- If deficiencies are identified, how is a Plan for Remediation created and implemented? How are Professional Coaches selected to help implement this remediation plan?
- How are various Student Growth Measures identified, created and/or weighted to establish the required fifty percent (50%) of a teacher's evaluation?
- How shall administrators and teachers be Trained in this new Evaluation System?
- The evaluation process will be outlined in the Evaluation System Handbook, which will be reviewed and amended as necessary.

1. Composition

The Committee shall be comprised of five (5) Association members appointed by the Association President, and five (5) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

- C. The Committee may bring in consultants by mutual agreement as it sees fit.
- D. The Committee shall have Joint Chairpersons – one (1) named by the Board and one (1) named by the Association.

- E. The Committee shall receive initial training from the same source. Any supplemental training received by any Committee member will be shared with the entire Committee.
- F. As soon as possible after the Committee is formed, "Consensus Decision Making Training" (preferably by FMCS) shall be provided to the entire Committee. Thereafter, decisions by the Committee shall be by consensus.
- G. The Committee will provide a status update to the Superintendent and the Association President not later than January 31, 2013. The recommended Evaluation Model will be completed on or before May 1, 2013, and submitted to the Association and the Board for ratification.
- H. The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- I. The Evaluation Process shall be in place on or before July 1, 2013.
- J. Pay for participation in the Committee for Association members for Committee work outside the Association work day shall be compensated at the professional development daily rate. Any work outside Committee Meetings shall be approved in advance by the Superintendent.
- K. The Committee will develop the ground rules by which the Committee will operate.
- L. Due Process
 - 1. An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending termination or non-renewal.
 - 2. Any violation of either procedural or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

ARTICLE 13 – NON-RENEWAL

- A. The procedures for non-renewal of a Member's contracts shall be in accordance with the provisions of Ohio Revised Code Section 3319.11 and challenges to those non-renewals shall not be subject to appeal through the grievance procedure.
- B. Non-renewal of limited teaching contracts for certified employees who have been employed for two (2) years or less will be pursuant to Article 6, Section A.

ARTICLE 14 – ASSIGNMENTS/VACANCIES/TRANSFERS

A. Definition

A vacancy exists:

1. When a Member vacates a position as a result of retirement, resignation, transfer, reassignment, non-renewal, leaves of absence (except paid sick leave or unpaid leave if granted by reason of the illness or disability of the Member), death, or termination.
2. When a new position is created.
3. When the length of the vacancy is known or reasonably expected to exceed one semester.
4. When a second consecutive year of leave is approved by the Board, the Board will fill that position with a teacher with a regular contract.

B. Internal Transfers

1. A decision to internally transfer will not be arbitrary or capricious and shall be based upon the needs of the District and consideration of administrative input, Member qualifications and experience, and the best interest of students.
2. The Association President shall receive a copy of the internal transfers made. Upon request, interested Members not selected for a position by internal transfer will be provided with an opportunity to discuss that decision with the Superintendent or his/her designee.

C. Voluntary Transfer

Following internal transfers, if the Board determines to fill any remaining vacancy, Members shall be notified of such vacancy through AppliTrack (or substantially similar program that includes an e-mail return receipt for a member's application(s)). This posting for five (5) calendar days will be announced to members through District e-mail and Phone Blast up to two (2) phone numbers that each member may provide to the Board office. If another vacancy occurs in the same position that has been offered in the past thirty (30) days, the same applicants will be considered with no posting requirement.

1. The President of the Association shall be given a password to AppliTrack.
2. The posting shall include the following information:
 - a. Position(s) available.
 - b. Requirements for job.

- c. Deadline for application.
 - d. Effective starting date.
 - e. Any additional pertinent information.
3. Where a decision to fill a vacancy is between two (2) or more Members who have requested the same assignment, if qualifications are equal, the Member with the greatest seniority shall be assigned.
 4. Upon request, Members indicating an interest but not selected for a position will be provided with an opportunity to discuss that decision with the Superintendent or his/her designee.
 5. The staffing assignments for new buildings and/or classroom space shall be consistent with this Article. Upon request of a Member who has been transferred/assigned to a new worksite, the Board will assume the responsibility for moving the necessary contents of the Member's classroom. At the request of the Member, the Board shall also be responsible for packing Board owned equipment, books and/or supplies.
 6. Members in the active employ of the Board shall not have seniority for transfer purposes over Member(s) who are covered by the Reduction-In-Force Section of this Agreement if such movement would deny the return of a teacher on Reduction-In-Force (R.I.F.).

D. Involuntary Transfer

1. An involuntary transfer shall be made only after first considering volunteers.
2. Member(s) shall not be involuntarily transferred without first having an opportunity for a conference with the Superintendent if requested, and being notified in writing at the earliest possible time before the effective date of the transfer.
3. The Member with the least seniority will be involuntarily transferred, unless the needs of the district otherwise require.
4. Members who have been involuntarily transferred shall retain the right to request assignment to open positions as they are posted.

ARTICLE 15 – REDUCTION IN FORCE

A. Comparable Evaluations

For purposes of this Article, all evaluations shall be deemed “comparable” under the law and hence seniority shall be the determining factor in reductions and recall for the 2013-2014 school year.

For the 2014-2015 school year “Accomplished, Skilled (Proficient), and Developing total ratings are comparable” and members whose total rating is ineffective for two consecutive years will precede members with less seniority and/or higher total evaluation ratings on the RIF list.

There is a reopener for Article 15 for fiscal year 2015-2016 with negotiations starting February 2015.

B. Reason for Reduction in Force (R.I.F.)

A reasonable reduction of Member(s) may occur for the following reasons:

1. Decrease in student enrollment.
2. Elimination of subjects or classes.
3. Return to duty of regular Member(s) after leaves of absence.
4. Budgetary restrictions.
5. Suspension of schools or territorial changes affecting the District.

There shall be no effective reduction in force during the academic school year.

C. Formation of the Seniority List

The Seniority List shall be divided into categories, with each category representing a different area of certification/licensure. Each category shall consist of:

1. Members holding continuing contracts shall be listed first and ranked according to continuous service in the District.
2. Members holding limited contracts shall be listed second and ranked according to continuous service in the District.
3. Members employed on a temporary certificate/license shall be listed last and ranked according to continuous service in the District.

4. Each category shall include the date of initial continuous employment for each Member. If a tie occurs in seniority due to the same starting date, then seniority will be determined by:
 - a. The earliest date of Board action to employ (date of offer should appear next to Members' names on the BOE agenda).
 - b. If a tie still remains, the date the Member was offered the position (administrator offering must note the date of offer).
 - c. If a tie still remains, the return date of the Member's signed contract will be considered most senior. (The Superintendent's designee must date-stamp the contract upon receipt from the Member). The contracts will include a notation regarding the importance of the contract return date.
 - d. Thereafter, any ties will be broken by the order listed on the Board's agenda at the date of hire (Agenda should list the Members in the order of the Members' dates of offer) with the earliest considered most senior.
 5. Member(s) using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall Member(s) gain additional seniority for the time on leave i.e., a leave of absence shall not break a Member's continuous employment.
 6. Administrators holding continuing contracts in the various teaching fields will be listed above other staff members holding limited contracts in the same fields.
- D. The Seniority List shall be made available in each principal's office by September 30 of each school year. One copy shall be provided to the President of the Association. A copy of the Seniority List will be posted in each building by the Association.
- E. Procedure for Reduction in Force

When one or more of the reasons above (Section B) exist, Reduction in Force (R.I.F.) will occur in accordance with the following provisions:

1. The Superintendent shall meet with the Executive Committee of the Association to explain the need for R.I.F. and provide a seniority list consisting of all Members.
2. Member(s) holding temporary certificates shall be the first to have their contract(s) suspended. If further reductions are necessary, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall recommend reductions in specific categories outlined in Section B of this Article by selecting the lowest Member on the seniority list in that category. A Member so affected may elect to displace another Member who

holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certificate/license in that area.

3. A Member whose contract is suspended as a result of R.I.F. shall be given written notification as soon as such reduction becomes known, if at all possible, by April 30th. The notification shall state the reason(s) for the reduction. The personnel records and all future references of those Members laid off pursuant to this Article shall clearly indicate that such was due to a R.I.F., and was not due to unsatisfactory performance of duty.
4. Member(s) whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the District, if and when positions become vacant for which any of such Member(s) are certified. After restoration of Member(s) with continuing contracts, those on limited contracts shall be restored in the same manner as for continuing contract Members.

F. Formation of the Recall List

A Member whose contract is suspended in a R.I.F. shall be placed on a Recall List.

The list shall include:

1. Member's years of continuous service in the District.
2. Subject(s) and/or grade level certification/licensure.
3. Type of contract held at the time of suspension.
4. A Member shall verify new area of eligibility by filing any new certification/licensure in the Superintendent's office.
5. Full time employees who are RIF'd, then recalled to a part time position, retain their position on the RIF recall list as a full time Member for five (5) years.

G. Procedure for Recall

A Member on the Recall List shall be offered a position for which he/she is certified/licensed or becomes certified/licensed as positions become available in the reverse order of the R.I.F. A Member whose contract is suspended in the R.I.F. shall be placed on a recall list for thirty-six (36) months from the effective date of suspension of their contract.

1. If a vacancy occurs, the Administration will send a certified letter to the last known address of all members on the recall list who are qualified according to those provisions. It is the Member's responsibility to keep the Board informed of

his/her current address. All Members are required to respond in writing to the Superintendent within seven (7) calendar days of receipt. Any Member who fails to respond within seven (7) calendar days of receipt or within fifteen (15) days of date of mailing, or who declines to accept the position (except as provided in Section 3 below) will forfeit all recall rights.

2. The Board shall not hire new teachers while there are Member(s) on the Recall List who are certificated/licensed for the vacancy.
3. A Member, who refuses to accept a position offered which is for a greater or lesser number of hours than the position held by the Member at the time of R.I.F., shall not be removed from the Recall List.
5. Nothing in this Agreement exempts a Member on a leave of absence from a R.I.F. action if seniority and certification/licensure so warrant.

H. Superseding State Law

It is the express understanding and agreement of the parties hereto that the provisions of Article 15 shall supersede and take the place of Revised Code Section 3319.17.

ARTICLE 16 – LEAVES

- A. Except in extraordinary circumstances, all leaves will be recorded in AESOP (or a substantially similar human resources program). When leave cannot, due to extraordinary circumstances, be recorded in AESOP, the member shall contact their immediate Supervisor or designee as soon as possible.
- B. Assault Leave
 1. When a Member has been physically assaulted in connection with the performance of an assignment made by the Superintendent or designee, the Administration will immediately begin an investigation of the incident. Within twenty-four (24) hours of the incident, or as soon thereafter as he/she is physically able, the Member will provide the Administration with a written report of the incident.
 2. The Administration shall obtain a list of witnesses to said assault. A written statement of the observations of each witness is to be made and signed by the witness. Copies of the Member's report and the written statements and observations of each witness shall be forwarded to the Superintendent. Copies of the witnesses' statements shall also be given to the Members involved.
 3. Any Member seeking assault leave shall be required to file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken

against the offender. If court action results, the Member and any witnesses shall be granted leave of their professional duties and a qualified substitute provided with no loss of pay for days in court as may be requested by their legal counsel, court officials, and law enforcement officers.

4. If an assault on a Member results in such Member being unable to perform his/her duties for a period of time, as documented by a medical certificate from a licensed physician, the Member shall have leave until able to resume professional duties. The Superintendent may request additional information from the Member to substantiate the need for and duration of the leave. Said leave shall not, for a maximum of ninety (90) school days, result in loss of pay or benefits, neither shall any Member so affected lose accumulated sick leave for that period. After ninety (90) school days the Member may use accumulated sick leave or apply for disability retirement.
5. A Member temporarily disabled as a result of physical assault shall be returned to the same position held at the time of the incident.

C. Professional Leave

Members may be granted, upon request, paid professional leave. Professional leave may be granted to enable attendance at conferences, workshops, or other professional meetings which may contribute to professional growth or which are related to curricular or extra-curricular activities.

1. Said leave shall not be deducted from the Member's sick leave or personal leave.
2. Under this leave, Member(s) may visit other school systems or other classes within the Midview System.
3. Member(s) shall submit a Professional Leave Request Form. (See Attachment D.) Members may request reimbursement for necessary and actual expenses in excess of established maximum amounts for costs incurred on professional leave. The decision of the Superintendent or his/her designee on such reimbursement shall be final and not appealable through the grievance procedure or otherwise.

D. Court Leave

1. A Member who is called to serve on jury duty shall receive leave at his/her regular rate of pay for each day of jury duty service that is also a regularly scheduled work day, provided the compensation received for jury duty is turned over to the Board.
2. If a Member is required by subpoena to appear to testify in court as a result of being a witness to an incident which occurred while such Member was performing duties within the scope of his/her employment with the Board, such

Member shall receive leave at his/her regular rate of pay plus mileage and parking for each day responding to the subpoena that is also a regularly scheduled work day. Any witness fees received shall be turned over to the Board. The leave provided by this section does not apply if the Member is a plaintiff in a civil action unless such civil action is a direct result of employment by the Board, and the Board is not a defendant.

3. If a Member is required by subpoena to appear to testify in court as a result of being a witness to an incident that did not occur while such Member was performing duties within the scope of his/her employment with the Board, such Member shall use his/her personal leave.

E. Paid Personal Leave

1. Members shall have three (3) days per year of non-cumulative paid personal leave.
2. Matters for which paid personal leave may be used under this section are:
 - a. Emergencies beyond the Member's control.
 - b. Business or legal transactions that cannot be taken care of on an off work day, or during off work hours.
 - c. Accidents in the immediate family or affecting family property.
 - d. Court appearances as litigant or witness.
 - e. Attendance at graduation exercises involving a member of the immediate family (as defined in Sick Leave in Section F of this Article).
 - f. Attending a wedding in the immediate family (as defined in Sick Leave in Section F of this Article).
 - g. Attendance at ceremonies where a member of the immediate family is receiving an award of major significance.
 - h. Or other requests at the Superintendent's discretion.
3. Personal leave shall be used only in full or half day increments.
4. Personal leave cannot be used on opening or closing days for students or on parent teacher conference days. Exceptions may be granted by the Superintendent.

4. During the month of May, no more than 5 percent (5%) of the Members in any one building may use personal leave on any one day. Exceptions may be granted by the Superintendent.
6. If personal leave is requested the first or last week of school or on the day before or after a vacation, the reasons must be presented in writing.
7. Request for personal business leave should be submitted three (3) days in advance when possible. (See Attachment C.)
8. Any employee using personal leave for reasons other than stated above is subject to loss of pay for the period of absence and possible disciplinary action.

F. Sick Leave

Members shall be granted one and one quarter (1 1/4) days of sick leave with pay for each month of service, fifteen (15) days per year, with unlimited accumulation.

1. A beginning Member, or one who has exhausted his/her accumulated sick leave will receive five (5) days of immediate sick leave credit which will be charged against future earned sick leave.
2. A Member shall be credited with the unused balance of sick leave accumulated in prior public employment, up to a maximum of the sick leave accumulation permitted under this Agreement, provided that such prior public employment was within ten (10) years of the date of employment with the Board of Education.
3. Members who render part-time or hourly service shall be entitled to sick leave for the time actually worked at the same rate (i.e., one and one quarter (1 1/4) days per month; fifteen (15) days per year) as that granted like full-time Members. In the event a Member who has accumulated sick leave as a part-time or hourly employee is subsequently employed as a full-time employee (or vice versa), his/her accumulated sick leave shall be adjusted (increased or decreased) to reflect the basis upon which it was earned.
4. A Member may use sick leave for personal illness or injury, and for illness, or injury in the immediate family, for a period not to exceed his/her total number of days of accumulated sick leave.
5. The immediate family is defined as the Member's spouse, parents, children, brothers, sisters, any person who was directly and primarily responsible for rearing the Member, and any person residing in the Member's immediate household, and any person dependent upon the Member financially or for physical care.
6. Sick leave may be used for bereavement.

7. Sick leave will not be charged for days schools are not in session.

8. During sick leave, a Member cannot be gainfully employed.

G. Childbearing Leave

A female Member may use paid sick leave for disability due to pregnancy. Such Member shall be deemed to be disabled due to pregnancy for a period not to exceed six (6) calendar weeks following delivery, provided however that upon certification of her attending physician the Member shall be granted paid sick leave for the period of actual disability. If the Member does not have sufficient accumulated sick leave for the period of her disability, she may request an unpaid leave under Section H below.

H. Parental Leave

A leave of absence without pay shall be granted to any Member who has been an employee of the Board for at least three (3) years for the purpose of child rearing as follows:

1. The leave shall extend through the remainder of the school year in which delivery occurs and, upon the request of the Member, for an additional school year.
2. Request for reinstatement from Parental Leave shall be made to the Superintendent by April 1 of the year in which the leave expires. Reinstatement shall include tenure if held prior to the leave, any years of experience accrued prior to the leave toward acquisition of tenure, and seniority based upon the Member's period of time of active employment prior to the leave.
3. Members returning from leave shall be reinstated to a position for which they are certified/licensed.
5. If the Member requests an early termination of the leave, such request shall be made in writing to the Superintendent. Early return to duty shall be granted if an opening in the Member's certification/licensure area is available.

I. Family and Medical Leave

The Board shall provide Family and Medical Leave in accordance with federal law. A Member must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under the federal law. For purposes of this section, "Twelve (12) month period" is defined as the twelve (12) month period measured forward from the date a Member's first Family and Medical Leave begins (i.e., the leave year is specific to each Member). A Member would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date Family and Medical Leave is taken. The next twelve (12) month period would commence the first time

Family and Medical Leave is taken after completion of any previous twelve (12) month period.

J. Sabbatical Leave

Member(s) may be granted a leave of absence by the Board for professional advancement after completing five (5) consecutive years as a Member. Such leave shall not exceed one (1) year. The Member approved for a sabbatical leave will be compensated in an amount that is the difference between his/her scheduled basic salary for that year and the salary of the Member replacing him/her. At the expiration of the leave, the Member shall be assigned a position for which he/she is qualified and which is comparable to the position held immediately prior to the sabbatical leave or to another position with the approval of the Member.

1. Professional advancement shall be defined as the following:
 - a. A planned course of graduate study leading towards a Masters Degree or higher as defined in Article 32 - Salary Schedule. A course load sufficient to be classified as a full-time student shall be taken each grading period (excluding summers) to remain eligible for sabbatical leave.
 - b. A planned course of study directly related to education and the Member's area of certification/licensure. An overall outline of planned activities, courses, itineraries, and projects must be submitted to the Superintendent for approval before the sabbatical leave is approved.
2. Request for Sabbatical Leave
 - a. A request for a sabbatical leave of one (1) year shall be submitted in writing to the Superintendent by April 1 of the school year preceding the requested sabbatical leave.
 - b. A request for a sabbatical leave of one (1) semester shall be submitted in writing to the Superintendent by April 1 for the first semester or December 1 for the second semester.
3. Notification of return to professional employment shall be given in writing to the Superintendent by April 1st of the sabbatical leave year, or December 1st when the sabbatical leave is only for the first semester.
4. A Member accepting compensation under this provision is obligated to return to employment in this District following the sabbatical leave for a minimum of the following school year. If the Member fails to return to employment in this District for that minimum period, the Member shall reimburse the Board the full amount of compensation received under this section.

K. Eligibility to Participate in Group Insurance

1. Continuation at Board expense of health insurance coverages during any period of leave covered by FMLA shall be for a period not to exceed a total of twelve (12) weeks. The twelve (12) month period is defined as the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).
2. Members while on a leave of absence for childbearing, adoption, parental, unpaid or sabbatical shall be entitled to remain covered by any group insurance by personally paying the full premiums for such group insurance programs in which the Member chooses to participate. Such monthly premiums shall be paid in advance to the Treasurer by the 15th of each month. If not paid by that date, the Member shall be deemed to have voluntarily withdrawn from the group insurance program.
3. Member(s) affected by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) shall be provided continuation of coverage as mandated by said law.

L. Association Leave

1. The Association is entitled to an aggregate of seventeen (17) days of Association Leave. The Board will pay the cost of substitutes for the first five (5) days. The cost of substitutes for the next twelve (12) days shall be paid by the Association. A Member holding a district, state or a national Association position shall be granted fifteen (15) additional days with the cost of the substitute to be paid by the Association.
2. Such days or half day(s) shall be granted to elected or designated delegates of the Association for the purpose of attendance at meetings or participation in the Association business conducted during the school day.
3. The President of the Association is responsible for requesting these days. A written request from the Association President shall be submitted as soon as reasonable and practical. The request shall state the names of the persons designated.
4. All costs other than the substitute cost as specified in 16.11.1 will be paid by the Association.

M. Adoption Leave

A Member who adopts a child shall, upon request, be granted up to twelve (12) weeks leave, the first six (6) weeks of which shall be paid sick leave. Such days shall not be

required to be consecutive. If the Member does not have sufficient accumulated sick leave, he or she may request an unpaid leave under Section H and/or I of this Article.

1. If the Member has been an employee of the Board for a period of at least three (3) years, he/she may extend the leave under the provisions of Section H of this Article.

N. Reassignment of Duties

If the Administration assigns a Member to a duty that requires the Member to be absent from his/her regularly assigned responsibilities, such request will be considered as reassignment.

1. These days of reassignment shall not be subtracted from sick days, personal days or any other types of leave.
2. Member requests for reassignment leave shall be made to the Superintendent, or his/her designee at least five (5) days prior to the date(s) requested. The Member shall receive an answer to the requested day(s) at least two (2) days before the needed date(s).
3. Since a Member will be absent from his/her classroom, it is the Board's responsibility to assign a qualified substitute.
4. Members may request reassignment to officiate tournaments, for testing and writing IEP's (with three (3) day limit), or to receive an award of major significance.
6. The Superintendent may grant reassignment for other activities than those listed above at his/her discretion.

O. Unpaid Leave of Absence

Any employee requesting absence from the job other than stated in Article 16 above is subject to loss of pay for the period of absence.

Leaves pertaining to illness or other disability (when all paid leaves have been exhausted) shall be in accordance with R.C. 3319.13.

P. Incentive for Attendance

At the end of each school year, Members using three or fewer days of personal and/or sick leave in a complete school year shall be compensated as follows:

0 Days	\$425.00
1 Day	\$350.00

2 Days	\$275.00
3 Days	\$200.00

Q. Severance Pay for Service Retirement

Severance Pay shall be granted by the Board with the following conditions:

1. The Member must have at least five (5) years service with the Board.
2. Severance pay is granted only to those Members who reach retirement age while actively employed by the Board, and have been granted service retirement by the State Teachers Retirement System.
3. Payment shall be made in a lump sum within forty-five (45) days after proof of retirement as provided by the State Teachers Retirement System and shall be paid only once.
4. Members shall be paid 25% of their accrued but unused sick leave to a maximum 75 days.
5. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued but unused by the Member at the time payment is made.
6. Severance pay shall be based on the daily rate of the Member's basic contract, exclusive of all supplemental contracts and allowances in effect at the time of leaving.

ARTICLE 17 – ABSENCE RESERVE PLAN

- A. If a Member is currently absent due to a catastrophic injury or serious long-term personal illness and has exhausted all of his/her accumulated sick leave, another Member may donate up to five (5) days of his/her accumulated sick leave to the absent Member. No Member may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. Donation of sick days shall be initiated by a Member on a form furnished by the Treasurer. Donated sick leave shall be added to the accumulated sick leave of the absent Member and deducted from the donating Member. Donation of sick days must be initiated no later than the pay period within which the sick leave of the absent Member is exhausted. Catastrophic injury or serious long term personal illness is not intended to include normal maternity leave and/or absence due to child birth unless such complications arise to deem the pregnancy/birth catastrophic or serious long-term illness.
- B. A Member's donation of sick leave does not affect the donor's eligibility for the Article 16, Section P Incentive for Attendance.

- C. An Absence Reserve Committee shall be formed from the Membership through appointment by the President of the Midview Education Association.
 - 1. In the event that a member experiences a catastrophic illness or injury and has exhausted his or her sick leave, the Member may petition the Absence Reserve Committee in writing (Attachment G) to request the donation of additional sick days from the Membership. The request shall state the reason for the need as well as the number of days requested.
 - 2. The Committee may call a meeting with the Member requesting donated days.
 - 3. The Absence Reserve Committee has the authority to and shall make recommendations to the Superintendent.

ARTICLE 18 – ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation for the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for Member and student is encouraged.
- B. Academic freedom shall be guaranteed to Members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The Member is responsible for exercising his/her judgment in selecting for discussion those relevant issues which he/she may deem to be of value to the maturity and understanding of the students involved.
- C. In performing their teaching functions, Members shall be guaranteed full freedom in expressing their personal opinions on matters clearly relevant to the adopted course of study providing the Member makes it understood that it is their personal opinion being expressed.
- D. The Board and the Association recognize the rights and responsibilities of Members to instruct their classes and to use materials which best represent and describe the subject area.
- E. Many materials may be obtained from sources other than the school library or from purchases by the Board. Members shall be familiar with materials to be used, and should be aware of reviews concerning the material.

- F. Consistent with Board policy, each Member is responsible for grading students in a professional and equitable manner. Prior to any grade change, all attempts to confer and notify the Member of the alleged problem will be made. Except for clerical errors, a change of a student's grade, either in an individual grading period or final course grade, may be made only by the building principal and only if it is demonstrated that the grade was not given in a professional and equitable manner. Written notice, including the reasons for a grade change, shall be given to the Member.

ARTICLE 19 – PUPIL DISCIPLINE

- A. The responsibility for the maintenance of proper discipline and order within each school building is recognized as being the shared responsibility of the certificated and administrative personnel.
- B. The Board and the Administration recognize their responsibility to give reasonable support and assistance to Members with respect to the maintenance of control and discipline in the classroom.
- C. Provisions for student discipline as determined by Board policy shall be included in the student handbooks for each building. In addressing the challenges of student misconduct, the Administration will establish a Building Advisory Committee comprised of at least one building administrator and at least one Member per building grade level.
- D. Separate Saturday/Wednesday School programs shall be implemented for the High School and the Middle School. A Saturday/Wednesday School program may be implemented at the Elementary Schools. The Board and the Administration reserve the right:
1. to determine the need for and scheduling of the Saturday/Wednesday School program;
 2. to combine the High School and Middle School Saturday/Wednesday School programs providing the combined numbers do not exceed ten (10). This limit does not apply to a separate Saturday/Wednesday School program;
 3. to determine placement of students in the Saturday/Wednesday School program.

**ARTICLE 20 – SPECIAL EDUCATION STUDENTS
ASSIGNED TO REGULAR CLASSROOM**

A. Integrated Classrooms

The Board recognizes the need to preserve the educational balance in classrooms. The following shall apply to Members who have or will have one or more special needs students included into their classes:

1. Each Member at each grade level shall have the opportunity to meet with the principal to discuss and provide input into decisions affecting special needs students before assignment to the Member's classroom.
2. Consistent with state and federal law, regular education Member may be in attendance at IEP conferences.
3. Special education students assigned to regular classrooms shall, to the extent reasonably possible, be equitably assigned to classrooms at each grade and/or subject level.

B. Support Services

1. The Board will provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student, including custodial care services.
2. The Board of Education will provide trained medical aides or nurses to perform any medical service which may be required by any student.
3. Members authorized to be in attendance at IEP meetings outside the workday shall be compensated at the rate set forth in Article 11, Section G.

ARTICLE 21 – INSURANCE

- A. There is a reopener for Article 21 for fiscal year 2015-2016 with negotiations starting February 2015.

B. Dental Insurance

The Board will provide single and family dental insurance coverage as provided in the Midview Local Schools Health Benefits Plan Description, subject to employee contribution as set forth in Article 21, Section C(2)(d) and (g), and as otherwise modified below.

-No deductible for routine and orthodontic services

- \$25 single/\$50 family deductible is applicable to major services only

Routine Services

- \$1500 annual maximum per patient per calendar year
- 100% UCR - diagnostic procedures
- 100% UCR - preventive procedures
- 100% UCR - restoration/basic
- 100% UCR - endodontics
- 100% UCR - oral surgery/basic

Major Services

- 80% UCR - oral surgery/major
- 80% UCR - periodontics
- 80% UCR - restoration/major
- 80% UCR - prosthodontics
- 60% UCR - orthodontics

Eligible Dependents: Spouse and/or unmarried dependent children to age 19 or 25 if full-time students.

Maximum Orthodontic Benefit: A lifetime maximum of \$1,500 per child.

1. Other Insurance Plans

- a. The Midview Board of Education may, at its discretion, seek quotations concerning dental plans from other insurance companies.
- b. If another insurance agency (or agencies) offers Family and Single Insurance Plans of the same or better coverage at a cost lower than that of the present insurer, representatives of the Board and the Association shall meet for the purpose of reviewing said plans.

B. Life Insurance

The Board of Education will pay premiums on the life insurance policy in the amount of \$2,000.00 for each full thousand dollars (rounded to the nearest thousand dollars) of contractual base salary. The term base here is salary excluding all overtime or extra-curricular wages. The life insurance policy includes accidental death and dismemberment benefits.

C. Hospitalization

Hospitalization is viewed as a protective device which will prevent an employee from encountering undue financial hardship in a time of difficulty (sickness or accident). The Board will provide hospitalization coverage as follows:

1. Eligibility

- a. A regular full-time certified employee who works thirty (30) hours per week for thirty-six (36) weeks or more per year.
- b. A regular part-time certified employee who works at least half time for thirty-six (36) weeks or more per year. Such part-time employees will be provided insurance benefits on a prorated cost basis. Any Member who was covered under this provision prior to June 1, 2003 shall be able to maintain at least that comparable level of coverage under the present insurance plan while being employed part-time, even if such employment is less than half-time.
- c. An employee covered by a company-paid hospitalization plan through another place of employment or spouse's place of employment shall have the option of choosing coverage under the Board's plan, such election shall be to the exclusion of coverage under any other plan.
- d. Employees, working less than the required hours are not eligible.

2. Coverage:

- a. See Attachment K for medical and prescriptions plans available and effective dates.
- b. LERC Spousal Language implemented August 1, 2014. See Attachment J.
- c. For the 2013-2014 fiscal year only, the Board will make a deposit of \$480 for all (single or family) bargaining unit members presently enrolled in the Midview Medical/Hospitalization Plan (LERC) and \$200 for all bargaining unit members who do not subscribe to the LERC Plan, in a Flexible Spending Plan (also known as a 125 Plan). Any employee, who does not wish to participate in the Flexible Spending Plan program, may elect to take payment through payroll in semi-monthly payments with the understanding that these funds will be subject to State and Federal tax and STRS contributions. This section expires at the end of fiscal year 2014 and is eliminated July 1, 2014.
- d. The Insurance Committee of the MEA and the Board will consist of the following members:

- (1) No more than five (5) members appointed by the Board or designee;
- (2) No more than five (5) members appointed by the MEA President; and
- (3) If OAPSE agrees to this language, no more than five (5) members appointed by the OAPSE President.

The Committee shall meet a minimum of six (6) times per year. Meetings shall not occur prior to 3:00 p.m.

The Committee will study possible changes in insurance plans, coverages, and providers with the goal of finding means for cost containment.

A LERC update will be on the agenda for each meeting.

The Insurance Committee shall also plan the annual Wellness Fair.

The Insurance Committee may formulate and present recommendations that may be evaluated by the Treasurer and Superintendent for presentation to the Bargaining Committee.

Each month one teacher member of the HCC shall be granted release time to attend the monthly consortium meetings.

- e. For any teacher who has retired effective July 1st of any year of the Negotiated Agreement who participates in the Midview Health Insurance program (LERC) during the contract year of retirement, the Board will provide said retiree, for the months of July and August following retirement only, with reimbursement for actual health insurance premiums paid by said retiree up to a maximum of \$700 per month for July and August (total maximum amount: \$1,400). These reimbursements may include STRS, Medicare or the increase in a spousal insurance plan due to the addition of the retiring staff member or any other health insurance plan. In order to receive reimbursement, all appropriate documentation verifying premium payment (to STRS, Medicare, spouse's insurance or any other health insurance plan) must be submitted to the Treasurer no later than September 30th in the teacher's retirement year.

3. Approved Leave of Absence

After up to twelve (12) weeks of FMLA eligible leave, an employee on a Board approved leave of absence shall be responsible for all insurance premiums during the leave of absence. Payments during the FMLA leave shall be according to Article 21, Section C(2).

4. Enrollment

- a. Newly employed eligible certified/licensed employees will be covered on the first day of their contract year.
- c. One enrollment period is set up each year by the insurer to accept new members. These enrollments are for employees who had initially refused hospitalization insurance or who have gone from an ineligible status to an eligible status.

D. Employee Contribution

Regular full-time certified employees (as defined in this Article under Eligibility) shall contribute 10% towards Medical/Dental/RX coverage of the Current insurance plan with a cap of \$53.00 per month for single coverage and \$133.00 per month for family coverage effective October 2013 as reflected in Attachment K of this contract. (Part-time employees will be prorated.)

Effective January 1, 2014, regular full-time certified employees (as defined in this Article under Eligibility) may elect the ACA Minimum Value insurance plan and shall contribute 15% towards Medical/Dental/RX of said insurance plan as reflected in attachment K of this contract. (Part-time employees will be prorated.)

Effective July 1, 2014, all certified employees (as defined in this Article under Eligibility) on the Current plan shall move to the Premium insurance plan. Regular full-time certified employees shall contribute 10% towards Medical/Dental/RX of the said insurance with a cap of \$57.00 per month for single coverage and \$143.00 per month for family coverage as reflected in attachment K of this contract. (Part-time employees will be prorated.)

ARTICLE 22 – SUPPLEMENTAL ASSIGNMENTS

- A. While this Agreement establishes a pay schedule for services rendered, it does not guarantee that the position, in part or in whole will be in existence over the duration of this Agreement.

- B. New positions may be created by the Board, but the pay schedule will be negotiated with the Association. The negotiations will be limited to the pay schedule for the newly created position.
- C. Members will be first considered in filling all supplemental assignments. The individual selected to fill a position shall be, in the opinion of the Board, the best qualified. If no Member is qualified to fill particular positions, then people outside of the Bargaining Unit may be considered, according to law.
- D. All positions shall be posted in all buildings, with a copy sent to the Association President. The posting shall be, if at all possible, for at least five (5) days and will be placed in the Board office, Athletic Director's office and other areas frequented by Members.

The posting notice shall include:

- a) Position(s) available
 - b) Requirements for job (per principal and/or Athletic Director)
 - c) Deadline for application
 - d) Effective starting date
 - e) Any additional pertinent information
- E. Members will be placed at the proper level of the supplemental assignment pay schedule for each position filled.
 - 1. There will be four (4) levels of pay:
 - LEVEL 1: For Members with no previous experience at the assignment in Midview.
 - LEVEL 2: For Members with one (1) year of experience at the assignment in Midview.
 - LEVEL 3: For Members with between two (2) and eleven (11) years of experience at the assignment in Midview.
 - LEVEL 4: For Members with twelve (12) or more years of experience at the assignment in Midview.
 - 2. Members shall retain years of experience for placement on the supplemental assignment pay schedule, in categories that they have served, unless any break in service has been more than five (5) full school years before the beginning of the Member's current supplemental assignment.

3. Years of experience are not kept if a Member moves to another position of a similar activity with a higher index pay at Level 1. If the index pay at Level 1 is the same as or lower, then the years of experience are retained.
- F. Supplemental pay shall be issued as set forth in Article 10, Section C.
 - G. Members whose supplemental assignment contract extends throughout an entire school year may request the option of receiving one-half (50%) of their pay at the end of the first semester. Members who desire this shall notify the Treasurer in writing prior to December 10th. When approved, payment will be made on the date(s) designated by the Treasurer as set forth in Article 10, Section C for the end of the first semester.
 - H. Members offered supplemental contracts pursuant to this provision shall execute and return such signed contracts to the Treasurer not less than fifteen (15) calendar days from the date of the receipt by the Member, unless other arrangements have been made with the Treasurer. Failure to execute and timely return a signed contract shall constitute a rejection of such offer of employment, and the supplemental contract may be considered null and void at the option of the Board. Payment for all supplemental assignments will be made when verification of assignment completion is filed with the Treasurer's office and on the dates designated by the Treasurer as set forth in Article 10, Section C. Members who fail to fulfill or substantially complete his/her duties under a supplemental contract, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of the season or activity during which s/he fulfilled the duties.
 - I. All supplemental assignment contracts are considered automatically expired at the end of the required service, without action of the Board or written notice under O.R.C. 3319.11.
 - J. Head coaches and assistant coaches shall be granted professional leave to attend workshops, seminars, clinics, or other such growth and development activities as listed below. Request for such leave must be made at least five (5) school days in advance. The number of coaches scheduled to be out on any one (1) day(s) will be according to building policy.

2 Day Professional Leave

Head Varsity Football Coach
 Head Varsity Basketball Coach
 Head Varsity Wrestling Coach
 Head Varsity Volleyball Coach

1 Day Professional Leave

All Other Head Varsity Coaches
 All Assistant Varsity Coaches
 All Head Freshman Coaches
 Assistant Athletic Director

- K. Members may be removed from their supplemental assignment position(s) for documented violation of Ohio High School Athletic Association rules and/or Board of Education policy that pertains to the supplemental position(s).
- L. Nothing in this Contract shall violate Title IX regulations and guidelines.
- M. Supplemental Assignment Pay Schedule (see following page)

SUPPLEMENTAL ASSIGNMENTS

(Base Salary x Percentage)

	<u>LEVELS</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>ATHLETICS</u>				
Faculty Manager (HS) (if one)	.160	.170	.180	.190
(if two)	.080	.085	.090	.095
(if three)	.054	.057	.060	.063
Assistant Athletic Director (MS)	.150	.160	.170	.180
Head Varsity Baseball	.130	.138	.146	.154
Assistant Varsity Baseball	.090	.096	.102	.108
Freshman Baseball	.075	.081	.087	.093
Head Varsity Basketball	.210	.220	.230	.240
Assistant Varsity Basketball	.115	.123	.131	.139
Head Freshman Basketball	.100	.106	.112	.118
Head 8th Grade Basketball	.085	.091	.097	.103
Assistant 8th Grade Basketball	.070	.075	.080	.085
Head 7th Grade Basketball	.085	.091	.097	.103
Assistant 7th Grade Basketball	.070	.075	.080	.085
Head Cross Country	.090	.098	.106	.114
Junior High Cross Country	.075	.081	.087	.093
Head Varsity Football	.210	.220	.230	.240
Assistant Varsity Football	.115	.123	.131	.139
Head Freshman Football	.100	.106	.112	.118
Assistant Freshman Football	.085	.091	.097	.103
Head 8th Grade Football	.085	.091	.097	.103
Assistant 8th Grade Football	.070	.075	.080	.085
Head 7th Grade Football	.085	.091	.097	.103
Assistant 7th Grade Football	.070	.075	.080	.085
Assistant Middle School Football	.070	.075	.080	.085
Head Varsity Golf	.090	.098	.106	.114
Head Gymnastics	.100	.108	.116	.124
Head Varsity Hockey	.130	.138	.146	.154
Head Varsity Soccer	.130	.138	.146	.154
Assistant Varsity Soccer	.090	.096	.102	.108

Head Varsity Softball	.130	.138	.146	.154
Assistant Varsity Softball	.090	.096	.102	.108
Freshman Softball	.075	.081	.087	.093
Head Varsity Tennis	.090	.098	.106	.114
Assistant Varsity Tennis	.055	.061	.067	.073
Head Varsity Track	.130	.138	.146	.154
Assistant Varsity Track	.090	.096	.102	.108
Head Boys Track (MS)	.075	.081	.087	.093
Assistant Boys Track (MS)	.065	.070	.075	.080
Head Girls Track (MS)	.075	.081	.087	.093
Assistant Girls Track (MS)	.065	.070	.075	.080
Head Varsity Volleyball	.170	.180	.190	.200
Assistant Varsity Volleyball	.110	.118	.126	.134
Head Freshman Volleyball	.095	.101	.107	.113
Head 8th Grade Volleyball	.085	.091	.097	.103
Assistant 8th Grade Volleyball	.070	.075	.080	.085
Head 7th Grade Volleyball	.085	.091	.097	.103
Assistant 7th Grade Volleyball	.070	.075	.080	.085
Head Varsity Wrestling	.180	.190	.200	.210
Assistant Varsity Wrestling	.110	.118	.126	.134
Head Freshman Wrestling	.095	.101	.107	.113
Head Middle School Wrestling	.085	.091	.097	.103
Assistant Middle School Wrestling	.070	.075	.080	.085
<u>MUSIC</u>				
Head Instrumental (Band) – HS	.160	.170	.180	.190
Assistant Instrumental (Band) – HS	.100	.108	.116	.124
Instrumental Director – MS	.010	.012	.014	.016
Vocal Music Director – HS	.100	.108	.116	.124
Vocal Music Director – MS	.010	.012	.014	.016
Pep Band Director	.030	.034	.038	.042
Musical – Vocal Director	.035	.039	.043	.047
Musical – Instrumental Director	.035	.039	.043	.047
Show Choir Choreographer	.010	.012	.014	.016
<u>THEATER</u>				
Director – Full Play (Large Cast)	.045	.049	.053	.057
Assistant – Full Play (Large Cast)	.010	.012	.014	.016
Director – Full Play (Small Cast)	.030	.034	.038	.042
Director – Musical	.070	.076	.082	.088

Assistant – Musical	.010	.012	.014	.016
Director – One Act Plays	.030	.034	.038	.042

SCHOOL ACTIVITY ADVISORS

High School Cheerleader Advisors

- Varsity Football	.030	.034	.038	.042
- Junior Varsity Football	.025	.029	.033	.037
- Freshman Football	.025	.029	.033	.037
- Varsity Basketball	.035	.039	.043	.047
- Junior Varsity Basketball	.030	.034	.038	.042
- Freshman Basketball	.030	.034	.038	.042
- Varsity Wrestling	.030	.034	.038	.042
Middle School Cheerleader Advisor				
- Football	.025	.029	.033	.037
- Basketball	.025	.029	.033	.037

Hall of Fame Advisor	.035	.035	.035	.035
High School Majorette/Flag Advisor	.030	.034	.038	.042
High School Drill Team (Skippers)	.030	.034	.038	.042
ROTC Advisors	.010	.012	.014	.016
Key Club Advisors	.010	.012	.014	.016
Science Club Advisor	.010	.012	.014	.016
Odyssey Club Advisor	.030	.034	.038	.042
Ski Club Advisor	.030	.034	.038	.042
Safety Patrol Advisor	.040	.044	.048	.052
Builders Club Advisor	.010	.012	.014	.016
6th Grade Science Festival	.010	.012	.014	.016
Senior Class Advisor	.035	.040	.045	.050
Junior Class Advisor	.060	.066	.072	.078
Sophomore Class Advisor	.030	.034	.038	.042
Freshman Class Advisor	.030	.034	.038	.042
Eighth Grade Class Advisor	.045	.050	.055	.060
Seventh Grade Class Advisor	.030	.034	.038	.042
HS Student Council Advisor	.050	.055	.060	.065
MS Student Council Advisor	.030	.034	.038	.042
5th/6th Grade Student Council Advisor	.045	.050	.055	.060
National Honor Society Advisor	.030	.034	.038	.042
HS Quiz Bowl Advisor	.050	.055	.060	.065
MS Academic Challenge Advisor	.010	.012	.014	.016
HS Yearbook Advisor	.085	.091	.097	.103
MS Yearbook Advisor	.070	.076	.082	.088
HS Newspaper Advisor	.035	.039	.043	.047
MS Newspaper Advisor	.030	.034	.038	.042
Spelling Bee (Elementary & MS)	.010	.012	.014	.016

POSITIONS

HS Department Chairperson (6+)	.055	.060	.065	.070
HS Department Chairperson (3-5)	.045	.050	.055	.060
Lead Mentor	.075	.080	.085	.090
Mentor (per RE)	.050	.055	.060	.065
RESA Facilitator (per RE)	.025	.030	.035	.040
LPDC Chairperson	.010	.012	.014	.016
LPDC Secretary	.005	.007	.009	.011
IAT Chairperson	.030	.045	.060	.065
Young Authors Coordinator	.020	.022	.024	.026
Young Authors Booklet Scorers	.010	.012	.014	.016
Video Coordinator	.055	.060	.065	.070
Website Coordinators	.085	.090	.095	.100

ARTICLE 23 – SEVERABILITY

- A. If during the term of this Agreement, there is a change in any applicable Federal or State law which is contrary to any provision of this Agreement, and as to which the parties are precluded under the provisions of R.C. 4117.10(A) from agreeing to the contrary, the parties will meet and negotiate any necessary changes in the Agreement relative to the affected provision only.
- B. If any provision of this Agreement is determined by final judgment of a court to be invalid or contrary to law (giving consideration to the provisions of R.C. 4117.10(A), such determination shall not effect the validity of other provisions of this Agreement, which shall remain in full force and effect for the duration of the term of this Agreement. In this event the parties shall meet to negotiate any necessary change(s) in the Agreement relative to the affected provision.

ARTICLE 24 – LIABILITY, DEFENSE AND INDEMNITY

- A. The Board of Education agrees to provide for the defense of any Member in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the Member in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the Member was acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities. The duty to provide for the defense of a Member as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board of Education.
- B. Members shall cooperate fully to assist in the defense of claims asserted against the Board of Education wherein the act or omission of a Member is alleged to have resulted in the injury or loss which is the subject of such claim.

- C. The Board of Education agrees to indemnify and hold harmless a Member in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the Member in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the Member was acting in good faith and within the scope of his/her employment or official responsibilities. The duty to indemnify and hold harmless a Member as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board of Education.
- D. Any Member whose act or omission may be the subject of a claim against the Board of Education shall have the right, if he/she so requests, to be represented in any meeting which such Member attends at the request of the Administration. This right applies at all times prior to the filing of a lawsuit involving such incident or, if suit has been filed naming such Member as a party defendant, so long as such member continues as a party defendant in such lawsuit.
- E. Any Member whose act or omission may be the subject of a claim shall have the right, if he/she so requests, to have 24 hours to secure advice before he/she is required to file a written accident report involving such incident.
- F. There shall be no materials relating to such incident placed in the personnel file of a Member whose act or omission may be the subject of a claim, except for accident reports developed by the Administration.
- G. No attorney who has represented a Member whose act or omission is the subject of a claim against the Board shall represent the Board in any disciplinary action against the Member.
- H. Without the express written concurrence by the Member whose act or omission may be the subject of a claim, there shall be no media release and/or other publicity relating to such incident by the Board. Without the express written concurrence by the Board, there shall be no media release and/or other publicity relating to such incident by the Association or any Member. This applies at all times prior to the filing of a lawsuit involving such incident or, if suit has been filed naming such a party defendant in such lawsuit.
- I. Both the Board and the Association will make reasonable efforts to mutually share information relating to a claim involving a Member whose act or omission may be the subject of such claim.
- J. The Board of Education will provide adequate release time for a Member who is required to prepare for or attend any discovery proceedings or court proceedings involving any claim against a Member, or in which a Member is a material witness to the incident.

- K. The Board will meet its obligation to defend and indemnify in a fiscally responsible manner with the exception of individual self-insurance. This does not preclude participation in a consortium.

ARTICLE 25 – WORKING ENVIRONMENT

- A. The Midview Board of Education recognizes that a planned maintenance program is necessary to pursue a safe teaching environment. All buildings and grounds are a part of that ongoing planning in maintenance.
- B. The Board shall provide a combined work and rest area (i.e., lounge) in each school building for Members' use.
- C. Every effort will be made by the Administration to maintain a comfortable smoke free working environment.
- D. Except in connection with performance of duties under supplemental contracts, no Member shall be required to enter a building alone or to be left alone in a building.

ARTICLE 26 – CONSULTING ENTRY YEAR PROGRAM

- A. The Midview Local School District will participate in Ohio's Resident Educator Program. The Midview Mentoring Program shall be implemented in accordance with the current handbook, which shall be considered as a part of this contract. Changes to the program will require the mutual consent of the Board and the Association.
- B. When state requirements cause changes to the Program, the MEA and the Board will meet to discuss the necessity of new positions and reimbursements that result from these changes.

ARTICLE 27 – RESPONSIBILITIES AND DUTIES

- A. Members of the bargaining unit shall comply with all applicable requirements of law, regulations of the United States and Ohio State Departments of Education, the provisions of this Agreement and Board policy.

ARTICLE 28 – MEDICAL PROCEDURES

- A. Dispensing Medication

Members shall not be custodians of medication, nor shall they be required to dispense medication to students. This provision does not apply to coaches during athletic events or practices, field trips, or emergency situations (such as bee sting kits), provided the Member is given prior training in the use of such materials.

B. Medical Procedures

Members shall not be required to perform medical procedures on students.

C. The provisions of this Article do not apply to school nurses, or others identified in a student's IEP.

ARTICLE 29 – RETIREMENT ISSUES

Retirement Plans for fiscal year 2013-2014 only:

A. Retirement Incentive

Each eligible full-time certificated Member who retires (other than disability retirement) at the end of the school year shall receive a lump sum payment of \$15,000.00.

Qualifications and Eligibility

Eligibility for the payment shall be limited to the earliest of the following full service retirement dates:

1. Completion of a verified 30 years of service credit;
2. Attainment of age 55 with 25 or more years of verified service credit.
3. Attainment of age 60 with 5 or more years of verified service credit.

Members wishing to participate must retire by the first Member work day of the following school year in which they attain their first service retirement date defined above.

Conditions for Participation

The bargaining unit Member shall submit, by March 15th of the retirement year, a written statement to the Superintendent announcing his/her intent to retire, which, shall be no later than the first Member day of the following school year. This statement shall include the effective date of retirement. This statement shall constitute the Member's resignation effective on the indicated date of retirement. Once delivered to the Superintendent, this resignation shall be irrevocable.

A Member is eligible only in the first year that he/she qualifies. In the event the Member does not elect to retire in his/her first year of eligibility, the Member is not eligible in subsequent years. Note: See Article 29, Section C(8) for changes to this article.

Payment shall be made in a lump sum after proof of retirement as provided by the State Teachers Retirement System no earlier than January 1 and no later than February 1 of the following year.

This Retirement Incentive Plan is valid only for the 2013-2014 school year.

An employee may invoke this Section or Article 29, Section C, but not both.

B. Employment of Retired Teachers

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the District. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or reemployed by the board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.
2. Subject to ERISA, a "retired" teacher eligible to receive health insurance benefits through STRS and who seeks employment or re-employment by the Board after retirement will be provided only with single coverage consistent with Article 21 and may purchase family coverage at their additional expense. The parties hereto expressly agree that this provision supersedes any inconsistent or contrary state or federal statute, law or regulation.
3. Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for Ohio STRS retired teachers employed or re-employed by the Board will be consistent with Article 6, Section A. Salary placement for the appropriate education column (i.e. BA through MA + 45) shall be fully recognized. Subsequent consecutive employment under another one year limited contract shall result in the teacher moving one step on the salary schedule. The parties expressly agree and fully intend this provision to supersede and take precedence over any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to Revised Code Section 3317.13
4. Seniority for Ohio STRS retired teachers newly hired by the Board will be zero (0) upon such employment and any subsequent re-employment.

5. Ohio STRS retired teachers employed by the Board after retirement shall not be eligible for tenure and are restricted to one-year limited contracts of employment. Further, such contracts will expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise challenged. If the contract is renewed, the re-employment of such retired teachers shall likewise expire automatically at the end of any one-year term. For purposes of those teachers, the parties specifically agree that this provision supersedes and takes the place O.R.C. 3319.11.
6. For purposes of reduction in force (Article 15) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement.
7. There will be no severance pay available for teachers employed by the Board after Ohio STRS service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1 ¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave will not accumulate from year to year for retired teachers who may be subsequently re-employed by the Board. The parties expressly agree that this provision supersedes and replaces O.R.C. Section 3319.141.
8. Employed or re-employed Ohio STRS retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment.

C. Special Retirement-Rehire Plan (SRRP)

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

1. The employee must retire at the end of the 2013-2014 school year. The members must notify the Superintendent of his or her intent to participate in this special Retirement-Rehire Plan (SRR) by the last day of the first semester in the year he or she wishes to participate in the Special Retirement-Rehire Plan (SRRP).
2. The Board agrees to reemploy the retiring individual for one year at his or her current salary. It is understood that the reemployed retiree will be non-renewed (or may resign) at the completion of his or her one year agreement.
3. Article 29, Section C will remain in effect only for the 2013-2014 school year. This article will expire on January 30, 2014 unless mutually agreed upon by the

Superintendent and the President of the Association that a case of individual hardship may exist, and the individual may be allowed to participate in the SRRP plan after the expiration date. Such appeals may be considered on a case by case basis.

4. The State Teacher's Retirement System has changed their current health insurance policy and disallows SRRP teachers from participation in the STRS health insurance plan; therefore, the following will take place:
 - a. The SRRP participant shall become immediately eligible to participate in the Midview Schools Health Care package (LERC). Insurance coverage shall begin on the first day following cancellation of the STRS Health Care Plan.
 - b. SRRP participants eligible for Medicare and wishing to participate in the LERC Health Plan must use Medicare as their primary provider and LERC as the secondary provider. This corresponds to the provisions of the STRS Health Care Plan.
 - c. The SRRP participant who returns to LERC shall have the right to full single coverage just as the participant had with STRS. Should the SRRP participant wish additional coverage e.g. Family plan, the participant will reimburse the board for such cost through payroll deduction at the same rate that they paid to STRS.

The Board will only reimburse for health care benefits presently offered under the Midview Health Care package (LERC). Example, should the retiree elect to participate in the STRS Health Insurance Vision Program, the Board would not reimburse for the additional fee since the Midview Health Care program does not currently provide vision care.

5. The retiring employee will receive his or her severance pay upon retirement as provided by the Negotiated Agreement. There will be no additional severance pay or additional benefits paid at the end of the retiree's reemployment year.
6. The reemployed retiree will be advanced five (5) sick leave days as he or she begins their final year as per Article 29, Section B(7) and will accrue 1 ¼ days per month up to 15 days a year as per Article 29, Section B(7).
7. The reemployed retiree will begin the year with three (3) personal days.
8. If a member should choose not to participate in the Special Retirement Rehire Plan (SRRP), but still wishes to retire, he or she may participate in the Retirement Incentive program offered under Article 29, Section A. The "eligibility" requirement, *"Members wishing to participate must retire by the first member work day of the following year in which they attain their first service retirement"*

date defined above.” under Article 29, Section A will be voided for the term of the agreement. Under no circumstance may a member participate in the Retirement Incentive program (RIC) or Article 29, Section A (ERI)), and the Special Retirement-Rehire Plan (SRRP) at the same time.

9. Should a member choose a retirement date beyond June 30th of any year, the Association President, the superintendent and the member shall agree on the date of rehire and appropriate wage adjustments. Wages would be adjusted to recoup the cost of substitutes. This item does not apply to the month of June or August when the member enters the STRS system by June 30th of his or her retirement year.

For purposes of reduction in force (Article 15) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority, except that such teachers will not have any of the bumping rights set forth in the Negotiated Agreement.

Such re-employment will not result in the RIF of staff employed at the commencement of such re-employment. Such re-employment will preclude someone on the RIF recall list from returning.

The parties expressly agree and fully intend this Article to supersede and take precedence over all other inconsistent or contrary state and federal statutes as well as Article 29, Section B (Employment of Retired Teachers), laws and/or regulations, including but not limited to Revised Code 3317.13.

10. An employee may invoke this Section or Article 29, Section A, but not both.

Retirement Plans for fiscal year 2014-2015 only:

A. Retirement Incentive

Each eligible full-time certificated Member who retires (other than disability retirement) at the end of the school year shall receive a lump sum payment of \$15,000.00.

Qualifications and Eligibility

Eligibility for the payment shall be limited to the earliest of the following full service retirement dates:

1. Completion of a verified 30 years of service credit;
2. Attainment of age 55 with 25 or more years of verified service credit.
3. Attainment of age 60 with 5 or more years of verified service credit.

Members wishing to participate must retire by the first Member work day of the following school year in which they attain their first service retirement date defined above.

Conditions for Participation

The bargaining unit Member shall submit, by March 15th of the retirement year, a written statement to the Superintendent announcing his/her intent to retire, which, shall be no later than the first Member day of the following school year. This statement shall include the effective date of retirement. This statement shall constitute the Member's resignation effective on the indicated date of retirement. Once delivered to the Superintendent, this resignation shall be irrevocable.

A Member is eligible only in the first year that he/she qualifies. In the event the Member does not elect to retire in his/her first year of eligibility, the Member is not eligible in subsequent years. Note: See Article 29, Section C(8) for changes to this article.

Payment shall be made in a lump sum after proof of retirement as provided by the State Teachers Retirement System no earlier than January 1 and no later than February 1 of the following year.

This Retirement Incentive Plan is valid only for the 2014-2015 school year.

An employee may invoke this Section or Article 29, Section C, but not both.

B. Employment of Retired Teachers

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the District. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.
2. Subject to ERISA, a "retired" teacher eligible to receive health insurance benefits through STRS and who seeks employment or re-employment by the Board after retirement will be provided only with single coverage consistent with Article 21

and may purchase family coverage at their additional expense. The parties hereto expressly agree that this provision supersedes any inconsistent or contrary state or federal statute, law or regulation.

3. Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for Ohio STRS retired teachers employed or re-employed by the Board will be consistent with Article 6, Section A. Salary placement for the appropriate education column (i.e. BA through MA + 45) shall be fully recognized. Subsequent consecutive employment under another one year limited contract shall result in the teacher moving one step on the salary schedule. The parties expressly agree and fully intend this provision to supersede and take precedence over any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to Revised Code Section 3317.13
4. Seniority for Ohio STRS retired teachers newly hired by the Board will be zero (0) upon such employment and any subsequent re-employment.
5. Ohio STRS retired teachers employed by the Board after retirement shall not be eligible for tenure and are restricted to one-year limited contracts of employment. Further, such contracts will expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise challenged. If the contract is renewed, the re-employment of such retired teachers shall likewise expire automatically at the end of any one-year term. For purposes of those teachers, the parties specifically agree that this provision supersedes and takes the place O.R.C. 3319.11.
6. For purposes of reduction in force (Article 15) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement.
7. There will be no severance pay available for teachers employed by the Board after Ohio STRS service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1 ¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave will not accumulate from year to year for retired teachers who may be subsequently re-employed by the Board. The parties expressly agree that this provision supersedes and replaces O.R.C. Section 3319.141.
8. Employed or re-employed Ohio STRS retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's

accumulated contributions during his/her period of service as a regular teacher following reemployment.

C. Special Retirement-Rehire Plan (SRRP)

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

1. The employee must retire at the end of the 2014-2015 school year or at the end of the 2015-2016 school year. The members must notify the Superintendent of his or her intent to participate in this special Retirement-Rehire Plan (SRR) by the last day of the first semester of the 2014-2015 school year that he/she wishes to participate in the Special Retirement-Rehire Plan (SRRP) at the end of 2014-2015 school year (SRRP year 2015-2016) or at the end of the 2015-2016 school year (SRRP 2016-2017). Exceptions to this final notice deadline will be dealt with on a case by case basis by the Superintendent and MEA President.
2. The Board agrees to reemploy the retiring individual for one year at his or her current salary. It is understood that the reemployed retiree will be non-renewed (or may resign) at the completion of his or her one year agreement.
3. Article 29, Section C will remain in effect only for the 2014-2015 school year. This article expires on January 30, 2015.
4. The State Teacher's Retirement System has changed their current health insurance policy and disallows SRRP teachers from participation in the STRS health insurance plan; therefore, the following will take place:
 - a. The SRRP participant shall become immediately eligible to participate in the Midview Schools Health Care package (LERC). Insurance coverage shall begin on the first day following cancellation of the STRS Health Care Plan.
 - b. SRRP participants eligible for Medicare and wishing to participate in the LERC Health Plan must use Medicare as their primary provider and LERC as the secondary provider. This corresponds to the provisions of the STRS Health Care Plan.
 - c. The SRRP participant who returns to LERC shall have the right to full single coverage just as the participant had with STRS. Should the SRRP participant wish additional coverage e.g. Family plan, the participant will reimburse the board for such cost through payroll deduction at the same rate that they paid to STRS.

The Board will only reimburse for health care benefits presently offered under the Midview Health Care package (LERC). Example, should the

retiree elect to participate in the STRS Health Insurance Vision Program, the Board would not reimburse for the additional fee since the Midview Health Care program does not currently provide vision care.

5. The retiring employee will receive his or her severance pay upon retirement as provided by the Negotiated Agreement. There will be no additional severance pay or additional benefits paid at the end of the retiree's reemployment year.
6. The reemployed retiree will be advanced five (5) sick leave days as he or she begins their final year as per Article 29, Section B(7) and will accrue 1 ¼ days per month up to 15 days a year as per Article 29, Section B(7).
7. The reemployed retiree will begin the year with three (3) personal days.
8. If a member should choose not to participate in the Special Retirement Rehire Plan (SRRP), but still wishes to retire, he or she may participate in the Retirement Incentive program offered under Article 29, Section A. The "eligibility" requirement, "*Members wishing to participate must retire by the first member work day of the following year in which they attain their first service retirement date defined above.*" under Article 29, Section A will be voided for the term of the agreement. Under no circumstance may a member participate in the Retirement Incentive program (RIC) or Article 29, Section A (ERI), and the Special Retirement-Rehire Plan (SRRP) at the same time.
9. Should a member choose a retirement date beyond June 30th of any year, the Association President, the superintendent and the member shall agree on the date of rehire and appropriate wage adjustments. Wages would be adjusted to recoup the cost of substitutes. This item does not apply to the month of June or August when the member enters the STRS system by June 30th of his or her retirement year.

For purposes of reduction in force (Article 15) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority, except that such teachers will not have any of the bumping rights set forth in the Negotiated Agreement.

Such re-employment will not result in the RIF of staff employed at the commencement of such re-employment. Such re-employment will preclude someone on the RIF recall list from returning.

The parties expressly agree and fully intend this Article to supersede and take precedence over all other inconsistent or contrary state and federal statutes as well as Article 29, Section B (Employment of Retired Teachers), laws and/or regulations, including but not limited to Revised Code 3317.13.

10. An employee may invoke this Section or Article 29, Section A, but not both.

Retirement Plans for fiscal year 2015-2016 only:

A. Retirement Incentive

Each eligible full-time certificated Member who retires (other than disability retirement) at the end of the school year shall receive a lump sum payment of \$15,000.00.

Qualifications and Eligibility

Eligibility for the payment shall be limited to the earliest of the following full service retirement dates:

1. Completion of a verified 30 years of service credit;
2. Attainment of age 55 with 25 or more years of verified service credit.
3. Attainment of age 60 with 5 or more years of verified service credit.
4. The staff member must have at least 15 years of service with the Midview School District.

Members wishing to participate must retire by the first Member work day of the following school year in which they attain their first service retirement date defined above (when first eligible to retire at the maximum benefit level or less from STRS).

Conditions for Participation

The bargaining unit Member shall submit, by March 15th of the retirement year, a written statement to the Superintendent announcing his/her intent to retire, which, shall be no later than the first Member day of the following school year. This statement shall include the effective date of retirement. This statement shall constitute the Member's resignation effective on the indicated date of retirement. Once delivered to the Superintendent, this resignation shall be irrevocable.

A Member is eligible only in the first year that he/she qualifies. In the event the Member does not elect to retire in his/her first year of eligibility, the Member is not eligible in subsequent years.

Payment shall be made in a lump sum after proof of retirement as provided by the State Teachers Retirement System no earlier than January 1 and no later than February 1 of the following year.

This Retirement Incentive Plan is valid only for the 2015-2016 school year.

An employee may invoke this Section or Article 29, Section C during fiscal year 2014-2015, but not both.

B. Employment of Retired Teachers

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the District. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.
2. Subject to ERISA, a "retired" teacher eligible to receive health insurance benefits through STRS and who seeks employment or re-employment by the Board after retirement will be provided only with single coverage consistent with Article 21 and may purchase family coverage at their additional expense. The parties hereto expressly agree that this provision supersedes any inconsistent or contrary state or federal statute, law or regulation.
3. Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for Ohio STRS retired teachers employed or re-employed by the Board will be consistent with Article 6, Section A. Salary placement for the appropriate education column (i.e. BA through MA + 45) shall be fully recognized. Subsequent consecutive employment under another one year limited contract shall result in the teacher moving one step on the salary schedule. The parties expressly agree and fully intend this provision to supersede and take precedence over any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to Revised Code Section 3317.13
4. Seniority for Ohio STRS retired teachers newly hired by the Board will be zero (0) upon such employment and any subsequent re-employment.
5. Ohio STRS retired teachers employed by the Board after retirement shall not be eligible for tenure and are restricted to one-year limited contracts of employment. Further, such contracts will expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise challenged. If the contract is renewed, the re-employment of such retired teachers shall likewise expire automatically at the end

of any one-year term. For purposes of those teachers, the parties specifically agree that this provision supersedes and takes the place O.R.C. 3319.11.

6. For purposes of reduction in force (Article 15) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement.
7. There will be no severance pay available for teachers employed by the Board after Ohio STRS service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1 ¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave will not accumulate from year to year for retired teachers who may be subsequently re-employed by the Board. The parties expressly agree that this provision supersedes and replaces O.R.C. Section 3319.141.
8. Employed or re-employed Ohio STRS retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment.

ARTICLE 30 – MAINTENANCE OF CERTIFICATES/LICENSES

- A. It is the responsibility of each Member to maintain certification/license. Failure to maintain a certificate or license will result in immediate termination of the teaching contract, without the need to follow the termination procedure set forth in R.C. 3319.16.
- B. The Highly Qualified Teacher Committee (HQTC) will be maintained through the period of this contract to facilitate members in meeting the “highly qualified” certification/licensure standards required by the No Child Left Behind (NCLB) Act of 2001.
 1. The committee's activities shall remain separate and apart from the purpose of the LPDC's responsibility to verify hours for certification/ licensure.
 2. Members on the committee may be given release time at the discretion of the Superintendent.
 3. The committee shall be comprised of three (3) Members appointed by the MEA and two (2) designees of the Superintendent.
 4. Continuation of the HQTC will be reviewed at the expiration of this contract.

ARTICLE 31 – STRS CONTRIBUTION

- A. The Association and Board agree that the Board shall contribute to the State Teachers' Retirement System (STRS) in addition to the Board's required employee contribution an amount equal to the employee's contribution to the STRS in lieu of payment of said amount to each employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contracted salary or hourly rate otherwise payable to each employee.
1. The amount to be "picked-up" by the Board of Education:
 - a. shall be credited to the STRS as employee contribution under the authority of Ohio Attorney General opinion 82-987;
 - b. shall be included in computing an employee's final average salary for STRS purposes and in reporting Member-authorized credit information to financial institutions;
 - c. shall not be reported by the Board as subject to current federal and state income taxes; and
 - d. shall be reported by the Board as subject to city income taxes.
 2. Each employee will be responsible for compliance with IRS salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.
 3. For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in the salary schedule of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two (2) components:
 - a. Deferred salary: An employee deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the STRS to be paid as an employee contribution by said employee.
 - b. Cash salary: An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of deferred salary for said employee, and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employee salaries as specified in the salary schedule of this Agreement and its employer contribution to STRS shall not be greater than the amount the Board would have paid had this provision not been in effect.

4. The Board shall compute and remit its employer contribution to the STRS based upon the employee's total annual salary and/or salary per pay period.
5. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared/distributed which states:
 - a. that the employee's contract salary or hourly rate is being restated as consisting of a cash salary and deferred salary which is equal to the amount of the employee's contribution to the STRS being "picked-up" by the Board on behalf of the employee;
 - b. that the Board will contribute to the STRS an amount equal to the employee's required contribution to the STRS for the account of each employee; and
 - c. that life insurance, sick leave pay, assault leave pay, supplemental pay, compensation benefits, unemployment compensation benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employee's rate of pay, shall be calculated upon the combined cash salary and deferred salary of the employee.
6. Contracts and salary notices for members of the bargaining unit shall comply with the provisions of this section.
7. It is understood and agreed by the Board and Association that in future negotiations for salary purposes, the total amount of the base salary as set forth in the salary schedule shall be considered the gross salary of the Member or employee.

ARTICLE 32 – SALARY SCHEDULE

- A. Salary Schedule for 2013-2014 (Attachment H- Base: \$33,829)
 Salary Schedule for 2014-2015 (Attachment I- Base: \$34,397)
 Salary Schedule for 2015-2016 (Attachment J- Base: \$34,741)
 - a. Establish a sub-committee to study the current salary schedule and to meet starting September 2014. No member will receive less than their 2014-2015 salary due to the salary schedule reconfiguration. If no agreement is reached, the steps will remain as the 2014-2015 structure. The Superintendent and MEA President will appoint no more than 3 members each to serve on the salary schedule sub-committee.
 - b. There is a reopener on Article 32 for 2015-2016 with negotiation starting February 1, 2015.

- B. Any newly hired teacher without experience shall be placed at Step 0 of his/her appropriate educational column. Should the teacher not pass the mandatory Praxis or any other state and/or federally mandated test requirement to gain his/her certificate/license after employment, the Board shall attempt to obtain temporary certification/licensure to assist the teacher in remaining in their assignment. If such temporary certification/licensure is obtained, the teacher will be paid a special substitute rate equal to Step 0 of the Non-Degree Column on the salary schedule. However, failure of the teacher to obtain temporary certification/licensure and/or the inability of the teacher to obtain regular certification/licensure within the initial school year of employment (ending June 1st) will release the Board of any obligation to continue to employ such teacher.
- C. For the 2013-2014, 2014-2015 and 2015-2016 school years there will be a "Longevity" payment of \$786.00 made to each person at:
- a. Steps 26 to 29
 - b. Step 31 or higher on the salary schedule.

For the 2013-2014, 2014-2015 and 2015-2016 school years there will be a "Longevity" payment of \$486.00 made to each person at Steps 21 to 24.

This will not include staff members who are teaching under Special Retirement/Rehire Plan (SRRP) or Article 29, Section C, "Reemployment of Retired Teachers". The "Longevity" payment will be included in the bi-monthly paycheck and spread over the 24 payroll periods.

ARTICLE 33 – LIMITED TUITION ASSISTANCE

- A. The Board will appropriate the amount of \$22,500.00 annually for the term of this contract for the purpose of assisting bargaining unit members earning approved college credit in connection with their professional responsibilities with the District. Tuition assistance will be limited as follows:
1. Course work must be pre-approved by the Superintendent and must be graduate level in a college or university approved for Member training by the Ohio Department of Education. Correspondence courses, other than those taken through Marygrove College, workshops, and/or CEU's will not be considered for approval, neither will any course for which a Member is receiving any kind of financial aid or other consideration.
 2. Course work must be in the area of a Member's present certification/license unless such course work is in a certification/license area designated as one of need for the District and approved by the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.

3. Eligible applicants must have been an employee in the Midview Schools for one (1) year unless waived for specific educational reasons at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.
 4. Members obtaining tuition assistance shall be obligated to remain with the District for a minimum of one (1) year following the completion of the course work. Any voluntary separation by the Member prior to this time will result in the obligation of the Member to repay the full amount of the tuition assistance, within thirty (30) days of the separation from employment.
 5. Interested applicants must submit a Tuition Assistance Request Form (Attachment F) for approval prior to the beginning of the course work for which the employee is requesting reimbursement. The maximum reimbursement per request will be for FIVE (5) quarter hours or THREE (3) semester hours. Once tuition assistance is approved, reimbursement will be processed by the Treasurer after the end of the fiscal year and only upon receipt of an official transcript indicating that the Member obtained a minimum grade of "B" in the course(s) and a paid receipt showing actual costs incurred.
 6. Reimbursement will be in conjunction with the fiscal year, July 1 through June 30. Therefore, the course must begin in the fiscal year in which the reimbursement is being requested. Reimbursement for approved tuition reimbursement hours will take place once after the end of the fiscal year. There will be no carryover of any unused portion of the appropriated amounts for tuition assistance.
 7. The rate of reimbursement shall be the lesser of the actual tuition cost or \$120 per quarter hour/\$180.00 per semester hour. The \$22,500.00 appropriated annually will be divided by the total number of approved semester hours for the fiscal year. (It is possible that reimbursement may be less than \$120.00 per quarter hour or \$180.00 per semester hour depending on how many total classes are taken by bargaining unit members in a fiscal year.)
 8. Tuition assistance will be granted for all approved classes for the fiscal year. (The amount of reimbursement will be determined at the end of the fiscal year and applicants will be paid for their hours at that time.)
- B. The tuition assistance reimbursement provided in this Article shall expire at the end of the 2015-2016 school year and is not available for course work beginning on or after June 30, 2016, unless the parties hereto otherwise agree.

ARTICLE 34 – NATIONAL BOARD CERTIFICATION

Members who have achieved National Board Certification in a content area in which the Member teaches, the Board will pay, upon verification of same, a one-time stipend of \$750.00, to be paid through regular payroll in a lump sum payment. For purposes of this Article, National Board Certification shall qualify only to the extent that it would also qualify under state standards as an alternative method of obtaining highly qualified status in a content area. This Article shall apply to any member who achieved National Board certification prior to the current Agreement.

ARTICLE 35 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Midview Local Schools Local Professional Development Committee (LPDC) will continue to operate in conformance with state law and regulations and as further set forth in the Committee's Handbook for Licensure and Certificate Renewal.
- B. The LPDC shall be composed of a majority of Members relative to administrative members for purposes of voting on teacher Member Individual Professional Development Plans and the adoption of rules for governance of the LPDC, including, but not limited to, the process for selection of representatives from the bargaining unit, terms of office for LPDC members and alternates, and an appeals process.
- C. For authorized meetings held outside of the normal workday, teacher Members of the Committee will be compensated at the rate as per Article 11, Section G. In addition, teacher LPDC members serving as Chairperson will receive an annual stipend of \$250.00. LPDC Members serving as Secretary will receive an annual stipend of \$150.00.

ARTICLE 36 – MEMBERS CHILDREN

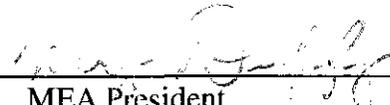
- A. Members of the bargaining unit who wish to have their children attend The Midview Schools shall be admitted if they qualify and agree to attend under the rules and regulations set forth in district guidelines. Criteria and exceptions shall be the same as those listed in the district Open Enrollment Policy and Guideline statement.

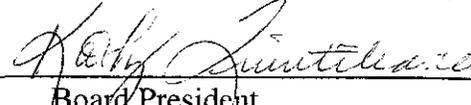
ARTICLE 37 – DURATION

This Agreement shall commence effective August 1, 2013 and continue in full force and effect until July 31, 2016.

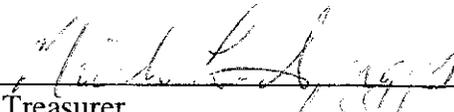
MIDVIEW EDUCATION ASSOCIATION

MIDVIEW LOCAL BOARD OF
EDUCATION

by 
MEA President

by 
Board President

by 
MEA Representative

by 
Treasurer

By 
Superintendent

Grievance Form
(To be filed in triplicate: Aggrieved, Administration, Association)

Level 1

Name of Aggrieved _____ Assignment _____

Facts upon which the grievance is based: _____

Date of occurrence: _____

The specific provision of this agreement which is alleged to have been violated:

The relief sought: _____

Signature of the Aggrieved _____

Date _____

Disposition by Administration

Signature of the Administrator

Date

(Attach additional documents as needed)

Level 2

(Submitted to Superintendent)

Appeal of Aggrieved to Level 2: _____

Signature of the Aggrieved

Date

Disposition of Superintendent

Signature of the Superintendent

Date

(Attach additional documents as needed)

MIDVIEW LOCAL SCHOOLS
CERTIFICATED PERSONNEL EVALUATION

Teacher:	School:	Grade/Subject	Date:
-----------------	----------------	----------------------	--------------

U=Unsatisfactory N=Needs Improvement S=Satisfactory E=Excellent

I. Planning and Preparation

a) Demonstrates knowledge of content
 Comments:

b) Demonstrates knowledge of students
 Comments:

c) Selects clear educational goals
 Comments:

d) Good use of resources
 Comments:

e) Designs coherent instruction
 Comments:

Additional Comments:

II. Classroom Environment

a) Establishes appropriate classroom procedures

Comments:

b) Manages student behavior

Comments:

c) Establishes an environment of respect

Comments:

d) Establishes good rapport with students

Comments:

e) Uses physical space effectively

Comments:

Additional Comments:

III. Instruction

a) Communicates clearly and accurately

Comments:

b) Uses good questioning techniques

Comments:

c) Engages students in learning

Comments:

d) Demonstrates flexibility

Comments:

e) Provides feedback in a timely manner

Comments:

Additional Comments:

IV. Professional Responsibilities

a) Maintains accurate records

Comments:

b) Establishes good rapport with colleagues

Comments:

c) Participates in professional growth

Comments:

d) Communicates effectively with parents and students

Comments:

Additional Comments:

Teacher comments (optional):

Evaluation comments (optional):

Observation #1: Date: _____ Time: _____

Observation #2: Date: _____ Time: _____

Teacher Signature	Date
"By affixing my signature to this document means that I have received a copy, and had an opportunity to read its contents, but does not necessarily mean that I agree in total or in part with the content."	
Evaluator Signature	Date

Midview Local School District
Personal Leave Form
(Please Print)

I, _____, hereby certify that I am using personal leave in accordance with the provisions of Article 16, Section E of the Negotiated Agreement.

Date(s) Requested _____

Check one _____ First Day
 _____ Second Day
 _____ Third Day

Member's Signature

Signatures below indicate notification of personal leave being used.

Principal's Signature

Superintendent

*Reminder: Superintendent's approval is needed for any requests under Article 16, Sections E(2), E(4), and E(5).



**MIDVIEW LOCAL SCHOOLS
PROFESSIONAL MEETING TRAVEL AUTHORIZATION**

Applicant's Name _____
Please Print

Today's Date _____

Attending _____
Conference/Workshop Name

Substitute Required _____
Yes/No

Location _____
City

Full or Half Day _____
Full/Half

Beginning Date

Ending Date

~ through ~

All receipts must have breakdown of purchases

No. of Days	Estimated	Actual Reimbursement (Attach All Receipts)
_____ Lodging (\$75 / day max.)	\$ _____	Lodging \$ _____
_____ Meals (\$25 / day max.)	\$ _____	Meals \$ _____
_____ Fees (Registration (P.O. # _____ if used)	\$ _____	Fees (Registration) \$ _____
Number of Miles _____		Total (Miles x Rate) \$ _____
Rate per mile \$ _____		
Other (Tolls, Taxi, etc.) \$ _____		Other (Tolls, Taxi, Etc.) \$ _____
Miscellaneous Information		Total Reimbursement \$ _____

I certify that the estimated amount for this request has been lawfully authorized for this purpose and that sufficient funds are available to pay for the estimated costs.

Applicant's Signature

Principal's approval Signature

Administrative approval Signature

TRAVELER: Attach all pertinent bills and complete actual expenses section above. I certify that I have reported the actual expense incurred in accordance with the travel authorization and that the information shown hereon is correct.

Applicant's Signature Date

P.O. _____	Vendor _____
Fund 001	Func Obj 439
Office Use Only	



MIDVIEW LOCAL SCHOOL DISTRICT
EMPLOYEE ASSURANCE OF
PREVIOUS EMPLOYMENT RECORD

As part of the application process for a position in the Midview Local School District, I am providing the following statement of previous employment. In this statement, I am assuring the Midview Local School District that I have not worked as a TEACHER, TUTOR, OR SUBSTITUTE TEACHER in any school district other than those named below.

With my signature below, I acknowledge that this statement is a complete record of previous employment as a TEACHER, TUTOR, OR SUBSTITUTE TEACHER. I also understand that any omission of information will be grounds for such omission from future adjustments in salary.

School Districts of Previous Employment (List most recent first)	School Years Taught (Example: 2001-02, 2002-03)	Number of days taught per school year

Employee's Signature _____

Date _____



MIDVIEW LOCAL SCHOOL DISTRICT TUITION REIMBURSEMENT APPLICATION

Name _____
Please Print

Date _____

Building _____ Present Assignment _____

Area(s) of Certification/License _____

College/University _____

Description/Name of Requested Course:

Course Code: _____

Date course begins and ends (Any Courses beginning after June 30 will not be available for reimbursement until the next fiscal year)

Beginning Date _____ Ending Date _____
mm/dd/yy mm/dd/yy

Relationship to Applicant's professional license and teaching position with the District:

Number of Quarter hours _____

Tuition Rate Per Hour _____

or

Number of Semester Hours _____

I am not receiving financial aid or any other form of assistance with regard to the above course work.
I further understand that in order to obtain reimbursement, I must submit an official transcript demonstrating a minimum grade of "B", a paid receipt showing the actual cost of tuition, and that payment for hours will only be made after the end of the fiscal year in the amount contingent upon total hours taken by bargaining unit members for that fiscal year.

Applicant's Signature

Date

Date of receipt of application

Course Approved

Course Disapproved

Superintendent's Signature

Date

MIDVIEW SCHOOLS
APPLICATION FOR USE OF DONATED SICK LEAVE

I, _____ wish to apply for ___ day(s) of donated sick leave. I have read Article 17 of the Negotiated Agreement, and consent to have my request heard by a committee.

Please state the reason for the need for additional sick leave: _____

Please explain the circumstances which have led to the exhaustion of your accumulated sick leave:

I understand that all of my accumulated sick leave must be exhausted before I can receive donated sick days. I also understand that any sick leave accumulating during my absence will be deducted before donated sick days will be used.

I understand that the Absence Reserve Committee may request a meeting with me for the purpose of gathering more information.

I understand that the request for sick leave donations may require me to share personal health information with the Absence Reserve Committee and Superintendent.

I understand that completion of this application does not guarantee the granting of sick day donation.

Signature

Date

This form must be delivered to the MEA President who will meet with the Absence Reserve Committee, which has the authority to make recommendations to the Superintendent

MEMORANDUM OF UNDERSTANDING

The Midview Local Board of Education and the Midview Education Association enter into this Memorandum of Understanding (MOU) effective August 25, 2011.

1. Personal leave will not be taken for recreational activities. Recreational activities shall be defined as activities in pursuit of "recreation" according to a standard dictionary definition, i.e., Webster's Dictionary.
2. An employee may request personal leave for an important event with "recreational" qualities in writing to the Superintendent. Such events include, but are not limited to, weddings, student field trips, a child's participation in a county fair, or other important matters that unavoidably fall on a work day.
3. The administration would perform no prior investigation of a personal leave request as the employee will have certified they are using said leave in accordance with the provisions of Article 16, Section E.
4. Memo to all staff signed jointly by MEA and Superintendent John Kuhn regarding this agreement.
5. The parties agree that neither the Board nor the MEA will be prevented from presenting proposals for changes to Article 15, Section D during the upcoming negotiations (2012).
6. Leave requests will be approved within a reasonable period of time and such requests will be submitted in good faith by the employee and considered in good faith, where appropriate, by the Superintendent.

FOR THE BOARD

Board President

Superintendent

FOR THE ASSOCIATION

Association President

SALARY SCHEDULE FOR FISCAL YEAR 2013-2014

BASE \$33,839

	ND		BA		BA+15		BA+30		MA		MA+15		MA+30		MA+45	
0	0.883	\$29,880	1.000	\$33,839	1.030	\$34,854	1.06	\$35,869	1.100	\$37,223	1.130	\$38,238	1.160	\$39,253	1.190	\$40,268
1	0.922	\$31,200	1.040	\$35,193	1.070	\$36,208	1.100	\$37,223	1.150	\$38,915	1.180	\$39,930	1.210	\$40,945	1.240	\$41,960
2	0.961	\$32,519	1.080	\$36,546	1.110	\$37,561	1.140	\$38,576	1.200	\$40,607	1.230	\$41,622	1.260	\$42,637	1.290	\$43,652
3	1.000	\$33,839	1.120	\$37,900	1.150	\$38,915	1.180	\$39,930	1.250	\$42,299	1.280	\$43,314	1.310	\$44,329	1.340	\$45,344
4	1.039	\$35,159	1.160	\$39,253	1.190	\$40,268	1.220	\$41,284	1.300	\$43,991	1.330	\$45,006	1.360	\$46,021	1.390	\$47,036
5	1.078	\$36,478	1.200	\$40,607	1.230	\$41,622	1.260	\$42,637	1.350	\$45,683	1.380	\$46,698	1.410	\$47,713	1.440	\$48,728
6	1.117	\$37,798	1.250	\$42,299	1.280	\$43,314	1.310	\$44,329	1.410	\$47,713	1.440	\$48,728	1.470	\$49,743	1.500	\$50,759
7	1.156	\$39,118	1.300	\$43,991	1.330	\$45,006	1.360	\$46,021	1.470	\$49,743	1.500	\$50,759	1.530	\$51,774	1.560	\$52,789
8	1.195	\$40,438	1.350	\$45,683	1.380	\$46,698	1.410	\$47,713	1.530	\$51,774	1.560	\$52,789	1.590	\$53,804	1.620	\$54,819
9	1.234	\$41,757	1.400	\$47,375	1.430	\$48,390	1.460	\$49,405	1.590	\$53,804	1.620	\$54,819	1.650	\$55,834	1.680	\$56,850
10	1.273	\$43,077	1.450	\$49,067	1.480	\$50,082	1.510	\$51,097	1.650	\$55,834	1.680	\$56,850	1.710	\$57,865	1.740	\$58,880
11	1.312	\$44,397	1.500	\$50,759	1.530	\$51,774	1.560	\$52,789	1.710	\$57,865	1.740	\$58,880	1.770	\$59,895	1.800	\$60,910
12	1.351	\$45,716	1.550	\$52,450	1.580	\$53,466	1.610	\$54,481	1.770	\$59,895	1.800	\$60,910	1.830	\$61,925	1.860	\$62,941
13	1.351	\$45,716	1.600	\$54,142	1.630	\$55,158	1.660	\$56,173	1.840	\$62,264	1.870	\$63,279	1.900	\$64,294	1.930	\$65,309
14	1.351	\$45,716	1.650	\$55,834	1.680	\$56,850	1.710	\$57,865	1.910	\$64,632	1.940	\$65,648	1.970	\$66,663	2.000	\$67,678
15	1.380	\$46,698	1.680	\$56,850	1.710	\$57,865	1.740	\$58,880	1.980	\$67,001	2.010	\$68,016	2.040	\$69,032	2.070	\$70,047
20	1.380	\$46,698	1.700	\$57,526	1.730	\$58,541	1.760	\$59,557	2.030	\$68,693	2.060	\$69,708	2.090	\$70,724	2.120	\$71,739
25	1.380	\$46,698	1.720	\$58,203	1.750	\$59,218	1.780	\$60,233	2.080	\$70,385	2.110	\$71,400	2.140	\$72,415	2.170	\$73,431
30	1.380	\$46,698	1.750	\$59,218	1.780	\$60,233	1.810	\$61,249	2.110	\$71,400	2.140	\$72,415	2.170	\$73,431	2.200	\$74,446

** Includes at least 15 hours graduate credit

FOOTNOTES BELOW APPLY TO M.A. LEVEL AND ABOVE

- *** All graduate hours.
- **** All hours must be in area of certification, working towards a new area of certification, or in an area accredited department of graduate education.
- ***** "M.A." means a masters degree in education, education administration or subject area related to education. This does not include degrees from professional schools such as medicine, law, etc. or to qualify for a different profession, such as real estate sales.

Longevity \$486.00 - 21 to 24 years
 Longevity \$786.00 - 26 to 29, and 31+ years

SALARY SCHEDULE FOR FISCAL YEAR 2014-2015

BASE \$34,397

	ND		BA		BA+15		BA+30		MA		MA+15		MA+30		MA+45	
0	0.883	\$30,373	1.000	\$34,397	1.030	\$35,429	1.06	\$36,461	1.100	\$37,837	1.130	\$38,869	1.160	\$39,901	1.190	\$40,932
1	0.922	\$31,714	1.040	\$35,773	1.070	\$36,805	1.100	\$37,837	1.150	\$39,557	1.180	\$40,588	1.210	\$41,620	1.240	\$42,652
2	0.961	\$33,056	1.080	\$37,149	1.110	\$38,181	1.140	\$39,213	1.200	\$41,276	1.230	\$42,308	1.260	\$43,340	1.290	\$44,372
3	1.000	\$34,397	1.120	\$38,525	1.150	\$39,557	1.180	\$40,588	1.250	\$42,996	1.280	\$44,028	1.310	\$45,060	1.340	\$46,092
4	1.039	\$35,738	1.160	\$39,901	1.190	\$40,932	1.220	\$41,964	1.300	\$44,716	1.330	\$45,748	1.360	\$46,780	1.390	\$47,812
5	1.078	\$37,080	1.200	\$41,276	1.230	\$42,308	1.260	\$43,340	1.350	\$46,436	1.380	\$47,468	1.410	\$48,500	1.440	\$49,532
6	1.117	\$38,421	1.250	\$42,996	1.280	\$44,028	1.310	\$45,060	1.410	\$48,500	1.440	\$49,532	1.470	\$50,564	1.500	\$51,596
7	1.156	\$39,763	1.300	\$44,716	1.330	\$45,748	1.360	\$46,780	1.470	\$50,564	1.500	\$51,596	1.530	\$52,627	1.560	\$53,659
8	1.195	\$41,104	1.350	\$46,436	1.380	\$47,468	1.410	\$48,500	1.530	\$52,627	1.560	\$53,659	1.590	\$54,691	1.620	\$55,723
9	1.234	\$42,446	1.400	\$48,156	1.430	\$49,188	1.460	\$50,220	1.590	\$54,691	1.620	\$55,723	1.650	\$56,755	1.680	\$57,787
10	1.273	\$43,787	1.450	\$49,876	1.480	\$50,908	1.510	\$51,939	1.650	\$56,755	1.680	\$57,787	1.710	\$58,819	1.740	\$59,851
11	1.312	\$45,129	1.500	\$51,596	1.530	\$52,627	1.560	\$53,659	1.710	\$58,819	1.740	\$59,851	1.770	\$60,883	1.800	\$61,915
12	1.351	\$46,470	1.550	\$53,315	1.580	\$54,347	1.610	\$55,379	1.770	\$60,883	1.800	\$61,915	1.830	\$62,947	1.860	\$63,978
13	1.351	\$46,470	1.600	\$55,035	1.630	\$56,067	1.660	\$57,099	1.840	\$63,290	1.870	\$64,322	1.900	\$65,354	1.930	\$66,386
14	1.351	\$46,470	1.650	\$56,755	1.680	\$57,787	1.710	\$58,819	1.910	\$65,698	1.940	\$66,730	1.970	\$67,762	2.000	\$68,794
15	1.380	\$47,468	1.680	\$57,787	1.710	\$58,819	1.740	\$59,851	1.980	\$68,106	2.010	\$69,138	2.040	\$70,170	2.070	\$71,202
20	1.380	\$47,468	1.700	\$58,475	1.730	\$59,507	1.760	\$60,539	2.030	\$69,826	2.060	\$70,858	2.090	\$71,890	2.120	\$72,922
25	1.380	\$47,468	1.720	\$59,163	1.750	\$60,195	1.780	\$61,227	2.080	\$71,546	2.110	\$72,578	2.140	\$73,610	2.170	\$74,641
30	1.380	\$47,468	1.750	\$60,195	1.780	\$61,227	1.810	\$62,259	2.110	\$72,578	2.140	\$73,610	2.170	\$74,641	2.200	\$75,673

** Includes at least 15 hours graduate credit

Longevity \$486.00 - 21 to 24 years
 Longevity \$786.00 - 26 to 29, and 31+ years

FOOTNOTES BELOW APPLY TO M.A. LEVEL AND ABOVE

- *** All graduate hours.
- **** All hours must be in area of certification, working towards a new area of certification, or in an area accredited department of graduate education.
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TENTATIVE SALARY SCHEDULE FOR FISCAL YEAR 2015-2016 (See Article 32)

BASE \$34,741

	ND		BA		BA+15		BA+30		MA		MA+15		MA+30		MA+45	
0	0.883	\$30,676	1.000	\$34,741	1.030	\$35,783	1.06	\$36,825	1.100	\$38,215	1.130	\$39,257	1.160	\$40,300	1.190	\$41,342
1	0.922	\$32,031	1.040	\$36,131	1.070	\$37,173	1.100	\$38,215	1.150	\$39,952	1.180	\$40,994	1.210	\$42,037	1.240	\$43,079
2	0.961	\$33,386	1.080	\$37,520	1.110	\$38,563	1.140	\$39,605	1.200	\$41,689	1.230	\$42,731	1.260	\$43,774	1.290	\$44,816
3	1.000	\$34,741	1.120	\$38,910	1.150	\$39,952	1.180	\$40,994	1.250	\$43,426	1.280	\$44,468	1.310	\$45,511	1.340	\$46,553
4	1.039	\$36,096	1.160	\$40,300	1.190	\$41,342	1.220	\$42,384	1.300	\$45,163	1.330	\$46,206	1.360	\$47,248	1.390	\$48,290
5	1.078	\$37,451	1.200	\$41,689	1.230	\$42,731	1.260	\$43,774	1.350	\$46,900	1.380	\$47,943	1.410	\$48,985	1.440	\$50,027
6	1.117	\$38,806	1.250	\$43,426	1.280	\$44,468	1.310	\$45,511	1.410	\$48,985	1.440	\$50,027	1.470	\$51,069	1.500	\$52,112
7	1.156	\$40,161	1.300	\$45,163	1.330	\$46,206	1.360	\$47,248	1.470	\$51,069	1.500	\$52,112	1.530	\$53,154	1.560	\$54,196
8	1.195	\$41,515	1.350	\$46,900	1.380	\$47,943	1.410	\$48,985	1.530	\$53,154	1.560	\$54,196	1.590	\$55,238	1.620	\$56,280
9	1.234	\$42,870	1.400	\$48,637	1.430	\$49,680	1.460	\$50,722	1.590	\$55,238	1.620	\$56,280	1.650	\$57,323	1.680	\$58,365
10	1.273	\$44,225	1.450	\$50,374	1.480	\$51,417	1.510	\$52,459	1.650	\$57,323	1.680	\$58,365	1.710	\$59,407	1.740	\$60,449
11	1.312	\$45,580	1.500	\$52,112	1.530	\$53,154	1.560	\$54,196	1.710	\$59,407	1.740	\$60,449	1.770	\$61,492	1.800	\$62,534
12	1.351	\$46,935	1.550	\$53,849	1.580	\$54,891	1.610	\$55,933	1.770	\$61,492	1.800	\$62,534	1.830	\$63,576	1.860	\$64,618
13	1.351	\$46,935	1.600	\$55,586	1.630	\$56,628	1.660	\$57,670	1.840	\$63,923	1.870	\$64,966	1.900	\$66,008	1.930	\$67,050
14	1.351	\$46,935	1.650	\$57,323	1.680	\$58,365	1.710	\$59,407	1.910	\$66,355	1.940	\$67,398	1.970	\$68,440	2.000	\$69,482
15	1.380	\$47,943	1.680	\$58,365	1.710	\$59,407	1.740	\$60,449	1.980	\$68,787	2.010	\$69,829	2.040	\$70,872	2.070	\$71,914
20	1.380	\$47,943	1.700	\$59,060	1.730	\$60,102	1.760	\$61,144	2.030	\$70,524	2.060	\$71,566	2.090	\$72,609	2.120	\$73,651
25	1.380	\$47,943	1.720	\$59,755	1.750	\$60,797	1.780	\$61,839	2.080	\$72,261	2.110	\$73,304	2.140	\$74,346	2.170	\$75,388
30	1.380	\$47,943	1.750	\$60,797	1.780	\$61,839	1.810	\$62,881	2.110	\$73,304	2.140	\$74,346	2.170	\$75,388	2.200	\$76,430

** Includes at least 15 hours graduate credit

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- *** All graduate hours.
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Lake Erie Regional Council Working Spouse Rule Language Effective August 1, 2014

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 25% of the premium cost, must enroll in that coverage and the Midview Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Midview Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after August 1, 2014 or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost for single coverage is more than 25% of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by Midview Local School District.

Every employee whose spouse participates under the Midview medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any 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 group medical/prescription drug insurance coverage sponsored by Midview Local School District. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you 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 you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. **If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.**

Lake Erie Regional Council (LERC)
FUTURE PLAN DESIGN STRATEGY INTEGRATING WELLNESS

Attachment K

Effective Dates	7/1/2013 to 7/31/2014	Starting 8/1/2014	Optional plan: starting 1/1/2014
	<u>Current Plan</u>	<u>Premium</u>	<u>Min. Value Based Design for AC</u>
In-Network			
Deductible (In-network)		\$750/\$1,500	\$4,000/\$8,000
- Earned Incentive Award		(\$250)/(\$500)	(\$250)/(\$500)
Deductible (In-network)		\$500/\$1,000	\$3,750/\$7,500
Coinsurance		90%	70%
Coinsurance Out-of-Pocket Max (does not include deductible)		\$1,500/\$3,000	\$6,250/\$12,500
Total Out-of-Pocket Max includes deductible and coinsurance) with wellness incentive		\$2,000/\$4,000	\$10,000/\$20,000
Total Out-of-Pocket Max includes deductible and coinsurance) without wellness incentive		\$2,250/\$4,500	\$10,250/\$20,500
Out-of-Network			
Deductible (Out-of-network)		\$1,500/\$3,000	\$4,000/\$8,000
Coinsurance		60%	50%
Coinsurance Out-of-Pocket Max (does not include deductible)		\$3,000/\$6,000	\$10,000/\$20,000
Total Out-of-Pocket Max includes deductible and coinsurance)		\$4,500/\$9,000	\$14,000/\$28,000
Office and Emergency Visits			
OV Copay		\$25	\$50
Urgent Care Visit		\$40	\$100
Specialist Visit		\$40	\$100
ER Copay - Emergency		\$100	\$300
ER Copay - Non-Emergency		\$200	\$300
WELLNESS			
Immunizations		100% In-network	100% In-network
Routine Physical		100% In-network	100% In-network
Routine PSA		100% In-network	100% In-network
Endoscopies		100% In-network	100% In-network
Pap Test Exam		100% In-network	100% In-network
PPACA Expanded Wellness Svcs		100% In-network	100% In-network
Prescription Drug Benefit			
Retail Drug Card		\$10/\$25/\$50	Ded. then \$10/\$50/\$100
Mail Order		\$20/\$50/\$100	Ded. then \$20/\$100/\$200
Specialty Medications		\$60	Ded. then \$200
Step Therapy		YES	YES
Mandatory Mail Order		YES	YES
Maintenance Choice		YES	YES
	Under Major Medical		
OTHER			
Working Spouse Rule	No	Yes- LERC Spousal Lang.	Yes- LERC Spousal Lang.
Employee Contribution	Fulltime 10% of Medical/Dental/Rx with cap of \$53 single/\$133 family (effective October 2013)	Fulltime 10% of Medical/Dental/Rx with cap of \$57 single/\$143 family (effective July 2014)	Fulltime 15%