



CONTRACT

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BETWEEN THE

PLAIN LOCAL TEACHERS' ASSOCIATION

AND

PLAIN LOCAL BOARD OF EDUCATION

JULY 1, 2014 – JUNE 30, 2017

- Comprehensive Collaborative Agreement

July 1, 2014 – June 30, 2017



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**ARTICLE I – RECOGNITION AND PROCEDURAL  
AGREEMENT**

- A. The Plain Local Board of Education, hereinafter the “BOARD” hereby recognizes the Plain Local Teachers’ Association/OEA/NEA/LOCAL, hereinafter the “ASSOCIATION”, as the sole and exclusive representative for all certificated, non-supervisory personnel, both full and part-time, including Individual Small Group Instructors and Case Managers; employed under contract, or on leave; except substitutes, hourly employees, and those employees excluded under 4117.01(c) 1-14 ORC.
  
- B. The Association shall be granted the following sole and exclusive organizational rights:
  - 1. To use school buildings for meetings as per existing Board Policy.
  - 2. To place Association communications in the mailboxes provided for each individual.
  - 3. To use the interschool mail for Association communications.
  - 4. To have dues deductions from payroll.
  
- C. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party no less than sixty (60) days prior to the expiration date of the existing agreement. Within fifteen (15) days of transmittal of said submitted letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives, unless mutually agreed to otherwise.

- D. Scope of Bargaining: All matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are subject to collective bargaining between the parties.
- E. If agreement is not reached forty-five (45) days prior to the expiration of the contract, either party or the parties jointly may request mediation through the Federal Mediation and Conciliation Service.

No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of this settlement procedure.

## **ARTICLE II – ASSOCIATION DUES DEDUCTION**

The following shall be provided by the Board at no cost:

- A. The Board agrees to deduct from the salary of individuals for the payment of dues to the Association and its affiliates such sums as are authorized in writing by each individual by October 10.
- B. Deductions shall be made in twenty (20) pays in equal amounts of money. Such deductions shall be transmitted to the Treasurer of the Association within fifteen (15) days of deduction.
- C. Individuals have the right to withdraw dues deduction authorization at any time.
- D. FCPE deductions shall be made in twenty-six (26) equal pays. Such deductions shall be transmitted to

the Treasurer of the Association within fifteen (15) days of deduction.

### **ARTICLE III – BOARD OF EDUCATION RIGHTS**

- A. The Board hereby retains and reserves unto itself, without limitations, 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, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:
1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure;
  2. Direct, supervise, evaluate, and hire employees;
  3. Maintain and improve the efficiency and effectiveness of Board operations;
  4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;

5. Suspend, terminate, lay-off, transfer, assign, schedule, promote, or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic, recreational, and social events for students;
  8. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities, and assignments of staff members;
  9. Take actions to carry out the mission of the school district.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.
- C. The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

- D. Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.
- E. The Board may employ an applicant conditionally until the results of a criminal records check have been completed. If the results of the criminal records check indicated that the individual has been found guilty or pleaded guilty to any of the offenses listed in O.R.C. 3319.31, the individual will be automatically terminated without proceedings found elsewhere within this document.
- F. Any act of insubordination is cause for immediate dismissal.

#### **ARTICLE IV – CLASS COVERAGE**

Twenty-one dollars (\$21.00) per hour will be paid to any teacher who is assigned to cover classes of an absent teacher during the teacher's planning / preparation time. Such payment shall be made in the last pay in June of each fiscal year.

#### **ARTICLE V – CURRICULUM WRITING AND/OR WORK**

- A. Individuals shall not be removed from their regular classroom duties for curriculum work and/or writing during the normal school year for more than seven (7) school days unless mutually agreed upon by the individual and the Superintendent or his/her designee.
- B. The daily rate of pay for curriculum writing beyond the regular contract shall be one hundred and sixty-five dollars (\$165).

- C. The daily rate for individuals who agree to attend district training or inservice beyond the regular contract shall be one hundred and ten dollars (\$110).
- D. The daily rate of pay for preparing and presenting a district presentation beyond the regular contract shall be one hundred and sixty-five (\$165).

#### **ARTICLE VI – DRUG FREE WORKPLACE**

- A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- B. The conviction, guilty, or no contest plea of an employee for possession, use, unlawfully manufacturing, distributing, and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

#### **ARTICLE VII – RESIDENT EDUCATOR**

- A. Program

The Plain Local Entry Year Program is designed for all licensed, unlicensed and non-certificated teachers in their first year of teacher employment with the Plain Local Schools. This group is made of Resident Educators.

- B. Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

1. **First Year Resident Mentor**  
An Association member of the bargaining unit providing support to both mentors and individuals in their first year of employment as a classroom teacher or an ESP teacher. Teachers are expected to attend monthly teacher meetings. A Lead Mentor stipend shall be paid.
2. **Building Mentor**  
An Association member of the bargaining unit providing professional support to an individual coming to Plain Local as a new hire with a five year license and 2-4 years of teaching experience. The Building Mentor will provide resources and support for these individuals. If a member has 1-2 Mentees, he/she will be paid .5 of a Mentor stipend. If he/she has 3-4 Mentees, he/she will receive a full Mentor stipend.
3. **District Facilitator**  
An Association member of the bargaining unit providing professional support to individuals with 3 or 4 years who will support and provide resources for the RESA (Resident Educator Summative Assessment) process. The member will receive a Mentor stipend.
4. **Peer Consultants**  
An Association member of the bargaining unit providing professional support to individuals assigned through PARC, requesting support or are placed on a Growth Plan through the Ohio Teacher Evaluation System. The member will receive a Mentor Stipend per person he/she is assisting up to a maximum of three teachers.

5. **Lead Mentor**

An Association member of the bargaining unit providing professional support and developing programs for the Resident Educators in keeping with the Professional Practice Framework. This member will organize and facilitate the Resident Educator Program. The member shall receive a Lead Mentor stipend.

C. Selection Process and Criteria for Mentor Teachers, District Facilitators and Peer Consultants

1. The current application form will be used which provides for self-nomination as well as nomination by others. Any changes shall be after consultation with the Association President.
2. To be considered, an applicant/nominee must meet the selection criteria.
3. Criteria for Selection:
  - a. The applicant/nominee must be a member of the Association. If a suitable person is not available, this criterion may be waived with the agreement of the Association President and the Superintendent.
  - b. The applicant/nominee must have teaching experience in the district with a preference for a minimum of five (5) years.

- c. Demonstration of Skilled or Accomplished teaching performance under the teacher evaluation framework starting with the 2015/2016 school year.
  - d. The applicant/nominee must hold a valid teaching license/certification and be teaching in the same area of licensure/certification as the resident educator teacher. If such an applicant/nominee is not available or not acceptable, these criteria will be waived.
  - e. Demonstrated ability to work cooperatively and effectively with the professional staff members.
  - f. Extensive knowledge of a variety of classroom management and instructional techniques.
  - g. Ability to maintain confidentiality.
4. After reviewing his/her selection with the Association President, the Superintendent will select the mentor(s) and Lead Mentor.

D. Responsibilities

- 1. The Lead mentor shall develop a program of professional support for the Resident Educator.
- 2. Each Resident Educator shall be given an initial orientation on the following matters by the mentor and building principal:
  - a. The pupils and community to be served;

- b. School policies, procedures, and routines;
- c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
- d. The layout and facilities of the assigned school building or buildings; and
- e. The nature of the Resident Educator Program which will be provided.

E. Training

1. Resident Educators and Building Mentors shall be provided with the following:
  - a. An orientation to mentoring responsibilities;
  - b. Training in knowledge and skills necessary to perform mentoring responsibilities and other mentor training shall be at the Board's expense.
  - c. Opportunities to consult with and otherwise assist the assigned Resident Educator person or persons.
2. All teachers new to Plain Local Schools will be assigned one (1) day of training for the purpose of orientation and the equivalent of three (3) days of inservice. Teachers will be compensated for these assigned days beyond the regular contracted work year at the

contracted training rate with appropriate CEU's earned as determined by the Local Professional Development Committee.

F. Restrictions

1. A program of professional support mutually developed by the mentor teacher and Resident Educator shall not be developed or utilized as part of the new teacher's evaluation.
2. No Resident or Building Mentor shall participate in any informal or formal evaluation of an entry-year teacher or be requested or directed to make any recommendation regarding the continued employment of a Resident Educator or in any way provide evidence against any bargaining unit member.
3. Resident or Building Mentors shall perform their duties in a confidential and professional manner.
4. All evaluations of the Resident Educator shall be made by the appropriate administrator / supervisor as per the negotiated agreement with the Association.
5. The Resident Educator and Building Mentor will be provided release time (exclusive of planning time) from teaching responsibilities to perform mentor duties.

## **ARTICLE VIII – OHIO TEACHER EVALUATION SYSTEM**

### A. Purpose:

The purpose of evaluation is to ensure optimal student learning through the improvement of instruction, to help individuals achieve greater effectiveness in contractual duties, to support ongoing professional growth, and to provide a systematic, transparent and fair evaluation of performance. A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operations of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education.

1. These evaluation procedures apply to the following employees of the district:
  - a. Notwithstanding Ohio Revised Code section 3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or under a professional or permanent teacher's certification issued under former section 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers.
  - b. Certificated/Licensed staff who spend less than fifty percent of their time providing content-related instruction shall be evaluated under the following

sections of this Article, and shall be evaluated using forms and criteria approved by the Evaluation Committee. This includes school counselors, case managers, school psychologists, and speech and language pathologists.

2. During the term of this Contract, classroom teachers with summative evaluation ratings of Accomplished shall be considered to have “comparable” evaluation results. Classroom teachers with summative ratings of Skilled or Developing shall be considered to have “comparable” evaluation results. All evaluations shall be considered “comparable” until two (2) years of student growth data for the classroom teacher is available.
3. Teachers may request Association representation for any conference as outlined in Article VIII.

B. Credentialed Evaluators:

Plain Local School District administrative staff will conduct evaluations required for OTES according to the Ohio Revised Code. The person responsible for assessing the teacher’s performance shall be:

1. Each bargaining unit member shall be assigned only one administrator for the purpose of this evaluation procedure. This administrator may seek input from other administrator(s) (in whose building(s) said traveling unit member is assigned during the school year) in making the evaluation. Any

said input shall be provided to the bargaining unit member as part of the evaluation process.

2. Evaluations, observations and walkthroughs must be completed by a credentialed administrator who is employed by the Plain Local Board of Education.
3. The evaluator shall not be a bargaining unit member.

C. Evaluation Development Committees

1. The Association and the Board agree to establish a standing joint teacher Evaluation Development Committee (EDC) for the purpose of providing an ongoing comprehensive review of the teacher appraisal system, evaluation instruments, and protocol. The committee shall be formed by the Association president and vice president/designee and one (1) elected Association member from each of the following levels: elementary, intermediate, middle, and high school and the Superintendent and four (4) administrators appointed by the Superintendent. The elected Association members shall serve a two-year term. The committee shall be chaired jointly by a committee member from the Association and from the Board.
  - a. The committee shall establish by majority agreement an annual meeting calendar and establish meeting agendas.

- b. The committee shall develop and approve all forms, including but not limited to, pre/post conference, observation, and evaluation, walk through, professional growth plans, and improvement plans.
  - c. The committee shall determine how student growth measures are calculated for all teachers not determined by the Ohio Revised Code. This would include school counselors, case managers, school psychologists, and speech and language pathologists.
  - d. The committee shall review observations at the end of the first and second semesters of the duration of this agreement.
  - e. All decisions of the committee will be achieved by majority and make recommendations to the Superintendent. Superintendent's decisions will be final.
  - f. Association members of the EDC shall be paid an annual stipend of five hundred (\$500).
2. The Student Growth Measurement Committee (SGMC) shall be comprised of six (6) Association members appointed by the Association president and six (6) members appointed by the Superintendent/designee. Association members appointed will serve a two-year term.

- a. The committee shall oversee the timelines of SGM procedures for the district.
- b. The committee shall make recommendations for the calculation of Value Added (VA) data when applicable; ODE approved vendor assessments; and/or Student Learning Objectives. Superintendent's decisions will be final.
- c. The Association members of the SGMC shall be paid an annual stipend of two-hundred and fifty dollars (\$250).

D. Observations:

1. Scheduling of Observations

- a. Minimum formal observations shall be conducted in accordance with Ohio Revised Code to support each performance assessment. Formal observations shall last for a minimum of thirty (30) minutes. The first observation shall be completed by the end of the first semester. There shall be at least three (3) weeks between formal observations. If after the second formal observation, a teacher's performance is identified as overall being "Ineffective" in most categories from the two formal observations, the teacher may be referred to the PARC committee. PARC may recommend the

teacher has one additional observation during the school year.

- b. The Board shall require three (3) formal observations of each teacher under consideration for nonrenewal and with whom the Board has entered into a limited or an extended limited contract under section 3319.11 of the Revised Code.

## 2. Observation Conference

- a. Each formal observation shall be preceded by a preconference to be scheduled between the teacher and evaluator a minimum of one (1) day prior to the observation. The purpose of the preconference is for the teacher to provide evidence and explain plans and objectives for the work situation to be observed.
- b. A post-observation conference shall be held after each formal observation. Post-observation conferences also provide the teacher the opportunity to provide evidence for the evaluation criteria. The post-observation conference must take place within two (2) calendar weeks of the observation. The completed observation framework shall be given to the teacher within one (1) week of the post conference. This post-conference may be completed electronically if mutually agreed upon.

Post-observation conferences require signatures from evaluators and staff.

If the teacher would like to request an additional post-observation conference to discuss the completed observation framework, the evaluator and teacher shall schedule such a meeting.

- c. Walkthrough observations are an informal observation for a limited time period that will normally not exceed twenty (20) minutes. Walkthroughs will focus on the components as identified by the EDC. Any evidence to be used toward the evaluation process will be documented and shared, in writing, with the teacher within one (1) calendar week of the observation either electronically or hard copy.

E. Evaluations:

- 1. All teacher evaluations are completed by May 1. Teachers evaluated under this policy shall be provided with a written copy of their evaluation results by May 10.
- 2. No video or audio recordings shall be utilized during the evaluation process unless requested by the teacher and/or mutually agreed upon.
- 3. Only aggregate outcomes shall be reported by the Board to eTPES.
- 4. The teacher shall have the right to make a written response to the evaluation and to have

it attached to the evaluation report to be placed in the teacher's file.

5. Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations. Teachers who are designated as Accomplished shall be considered comparable. Teachers identified as Skilled or Developing shall be considered as comparable.

F. The Professional Assistance and Review Committee (PARC)

The Professional Assistance and Review Committee (PARC), consisting of a majority of teachers (8) and administrators (7), will consider all recommendations for assignments to Professional Development/Evaluation/Observation that are submitted by teachers or administrators. Recommendations shall be determined by a majority vote. The decision may be appealed to the Superintendent; the Superintendent's decision is final. The Superintendent and Plain Local Teachers' Association President will sit on the PARC committee.

1. Any teacher identified in the Observation and Evaluation descriptions assessed as overall Ineffective may be referred to PARC.
2. PARC may recommend additional support through a Peer Consultant to support the growth of the teacher not in the Resident Educator program. A Peer Consultant must meet the same criteria as outlined in Article VII for Resident Educator Mentor. Peer

Consultants are to update PARC on the teacher(s) progress at monthly PARC meetings. Peer Consultants shall receive a Mentor stipend for each teacher supported.

3. The curriculum department will update the PARC Committee beginning in September of the new school year. An update will take place every three (3) months.
4. The Association members on the PARC committee shall be paid an annual stipend of five hundred dollars (\$500).

G. Personnel Action Requirements

1. Professional Growth Plans
  - a. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available from their building for the evaluation cycle and must make their choice by September 15. If only one evaluator is assigned to the teacher's building, he or she may choose from an approved list of district evaluators.
  - b. Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their assigned credentialed evaluator.

2. Improvement Plans

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent/designee will assign credentialed evaluators to teachers meeting below-expected levels of student growth.

3. Professional Growth Plans and Improvement Plans will be monitored monthly through the PARC Committee.

4. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until a teacher receives an Ineffective rating on his or her annual evaluation for two (2) of the three (3) most recent school years.

5. Testing for Content Knowledge of Core Content Teachers

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

b. If a teacher passes the examination set forth above and provides proof of

passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluation. The receipt by the teacher of a rating of "Ineffective" on the teacher's next evaluation after the completion of professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination under section 3319.16 of the Revised Code.

- H. Only Section I. of this Article shall apply until an individual has completed three (3) full years (at least 120 days under contract each year) of employment with the district and has been renewed for the fourth succeeding school year.
- I. The Board and the Association agree that the provisions of this Collective Bargaining Agreement and, in particular, this Article VIII, Evaluation, shall prevail over ORC 3319.11 (G)(1), (2), (3), (4), (5), (6), (7) and ORC 3319.111 (A), (B), (1), (2), (3), (C). Nothing in this Article shall deny any individual any of the rights and/or remedies available under 3319.11 O.R.C. or 3319.111 O.R.C. regarding the Board's duty to give notification to the individual on or before the 1<sup>st</sup> day of May. This Agreement prevails over 3319.16 O.R.C. and 3319.11 (B) O.R. C.

The Board may, but is not required to, grant a continuing contract during the three (3) year probationary period contained herein. However, if the Board chooses to grant a continuing contract, the

three (3) year probationary period does not apply to that individual.

J. Non Public School Employees

The provisions of Article VIII, Evaluation, shall not apply to any individual employed and assigned to non-public school after May 1, 1991, except for those circumstances provided for in Article XXVI, Reduction in Force, Section O. In such cases, the provisions of this Article VIII, Evaluation, will continue to apply to that individual.

**ARTICLE IX – PLANNING TIME**

A planning period shall consist of no less than 30 consecutive minutes daily. These planning periods will be provided during the scheduled student day exclusive of time allocated for lunch and for travel. This time shall be the individual teacher's planning time during which no other duties, team or building meetings will be assigned.

**ARTICLE X – EMPLOYMENT PRACTICES**

All assignments of individuals with respect to building and grade in the elementary school, and building and subject area in the intermediate school, middle school and high school, will be issued to the individual(s) in writing prior to August 1<sup>st</sup>. If unforeseen circumstances necessitate reassignment at a later date, the individual(s) will be notified in writing and by phone of the change.

A Labor Management Committee composed of the Association President, and up to four (4) additional Association members comprised of one (1) representative

from the elementary level, one (1) representative from the intermediate school, one (1) representative from the middle school, and one (1) representative from the high school and up to three (3) representatives of the Administration shall meet monthly on the last Tuesday of the month. The purpose of such meetings is to promote a positive working relationship between the parties and to address matters of mutual concern. The time and place of the meeting will be of mutual consent.

### **ARTICLE XI – EXTENDED SERVICE**

All individuals whose assignments require the performance of extended service beyond the normal school year shall be paid for such extended service at a salary based upon the number of such extended service days so employed, or fraction thereof, times either a per diem rate of one hundred ninety-two dollars (\$192) if the individual holds a Bachelor's Degree, or times a per diem rate of two hundred dollars (\$200) if the individual holds a Master's Degree.

All individuals voluntarily employed on extended service beyond the normal school year, in a capacity for which a certificate as issued by the State Department of education is required, shall be paid for such extended service at a salary based upon the number of such extended service days so employed, or fraction thereof, times a per diem rate of one hundred ninety-two dollars (\$192) if the individual holds a Bachelor's Degree, or times a per diem rate of two hundred dollars (\$200) if the individual holds a Master's Degree.

## **ARTICLE XII – GRIEVANCE PROCEDURE**

- A. A grievance is a claim by an individual or group of individuals involving an alleged violation, misinterpretation, or misapplication of any provision(s) of this contract.
- B. A grievance procedure is a method by which an individual or group of individuals can express a complaint, problem, or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.
- C. A grievance shall be filed within thirty-five (35) working days following the incident that provoked the grievance.
- D. All grievances shall be filed at the “lowest possible level”. The “lowest possible level” means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- E. The grievant may be represented at any and all steps of the grievance procedure by the Association or its affiliates. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its view at any stage of this procedure.
- F. The grievant is not required to be represented by the Association or its affiliates except at the arbitration level.

- G. The fact that an individual files a grievance shall not be recorded in his/her personnel file for or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or other individuals in the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- H. Before a grievance is taken to the next level, the Association has the option of withdrawing its support and the grievance procedure stops. The basis for such a decision shall include, but not be limited to, failure of the grievant to truthfully and fully cooperate, lack of merit, and/or timeliness issues. In addition, the Association may, by a majority vote of the Grievance Committee, resolve any grievance at any step of the procedure.
- I. The grievant shall discuss the grievance with the principal, or his/her immediate supervisor, who shall endeavor to effect a solution.
- J. If a satisfactory solution is not effected in fifteen (15) working days, the grievant shall request a formal review of the grievance, in writing, with the Superintendent.
- K. Within fifteen (15) working days of this request, the Superintendent shall hold a hearing on any grievance and will advise, counsel, and take steps which are in his/her judgment desirable or necessary to effect a solution.

- L. In case the above steps do not result in a solution within fifteen (15) working days satisfactory to the grievant, he/she may request the grievance to be submitted to arbitration.
- M. A grievance may be withdrawn at any level without prejudice.
- N. Both parties agree that the permanent arbitrator shall be Robert Stein. In the event he is unable or unwilling to serve, an arbitrator shall be selected by the Association Representative and the Board Representative. If the two parties cannot agree on the selection of the arbitrator within ten (10) working days of the receipt of the decision from the Superintendent, then the arbitrator shall be selected by the A.A.A. using their rules for such proceedings. The hearing shall be held within ten (10) working days of selection if possible. The decision reached by the arbitrator shall be binding.

In cases where the grievant has been charged with insubordination, if the arbitrator finds that the insubordination did in fact occur, he/she shall be without any authority to modify the penalty imposed by the Board.

- O. Both parties shall equally share all expenses of the arbitrator.
- P. Working days are defined as calendar days exclusive of Saturdays, Sundays and legal holidays, whether or not school is in session.

**ARTICLE XIII – HIRING / REHIRING RETIREES**

- A. Individuals will be employed under a one year limited contract which shall automatically expire, and as a condition of employment waive any right, if any, to a continuing contract under Ohio law.
- B. Individuals will not have any rights under 3319.11 ORC (reemployment eligibility) and 3319.16 ORC (termination).
- C. Individuals will not have any rights, if any, to accrue to severance pay under Ohio law, Board Policy, or negotiated agreements.
- D. Sick leave will accumulate under the terms of the collective bargaining agreement between the Board and the PLTA except that upon employment individuals will start at zero (0) days.
- E. Individuals shall be placed on the salary schedule and experience step as determined solely by the Superintendent in accordance with policies and Ohio law as if a new hire.
- F. The following articles of the collective bargaining agreement shall not be applicable to reemployment:
  - Article X                      Employment Practices
  - Article XXV                 Reduction in Force
  - Article XXVII                Severance Pay
  - Article XXXI                 Transfers
  - Article XXXIII              Vacancies
- G. The maximum number of retirees that may be hired under the provisions of this Article shall not exceed 3% of the bargaining unit members.

## ARTICLE XIV – INDIVIDUAL RIGHTS

Both parties to this contract agree:

- A. The Board shall not discriminate with regard to race, color, religion, gender, national origin, ancestry, or marital status.
- B. Individuals have the right to participate in professional and civic organizations for their personal benefit and interests.
- C. Individuals have the right to exercise their constitutional rights and/or political involvement, without fear of reprisal or discipline.
- D. Individuals shall abide by Board-adopted policies.
- E. Individuals have the right to join or not to join any professional association.
- F. If an individual is to be disciplined or reprimanded by the Board or its agents, he or she shall be afforded, but not required, the opportunity to have a representative in any meeting with the Board or its agents.
- G. Complaints against a staff member that are deemed by an administrator to justify investigation and/or subsequent action shall be brought to the attention of the staff member involved. Whenever possible, complaints will be handled at the building level. The complaint shall be conveyed to the staff member, unless legally prohibited within five (5) days.

**ARTICLE XV – INDIVIDUAL SMALL GROUP  
INSTRUCTORS AND CASE MANAGERS**

- A. The following Articles of this Contract shall apply to Individual Small Group Instructors and Case Managers:

Article I	Recognition
Article II	Association Dues Deduction
Article III	Board Rights
Article VI	Drug Free Workplace
Article XII	Grievance Procedure
Article XIV	Individual Rights
Article XVI	Insurance
Article XVII	Leaves
Article XX	Local Professional Development Committee
Article XXII	Personnel Files
Article XXIV	Printing of Contract
Article XXVI B.	Supplemental
Article XXVII	Severance Pay (See Article XXVII paragraph 4)
Article XXVIII	Smoke Free Workplace
Article XXIX	STRS Pick-Up with Reduction
Article XXX	Tax Sheltered Annuities
Article XXXII	Tuition Free Attendance
Article XXXIV	Effects of Contract

- B. In addition, the following shall apply to Individual Small Group Instructors and Case Managers:

1. Non-renewal/Continuing Contract

Individual Small Group Instructors and Case Managers shall be issued one year limited contracts. The evaluation/non-renewal

provisions of 3319.11 O.R.C. and 3319.111 O.R.C. shall not apply to Individual Small Group Instructors or Case Managers except that they must be notified of the non-renewal on or before June 1<sup>st</sup> and given the reasons in writing by the Superintendent.

Individual Small Group Instructors and Case Managers shall not attain continuing contract in the district unless such status occurred on or before December 1, 1989.

The provisions of 3319.17 O.R.C. shall not apply to Individual Small Group Instructors or Case Managers. However, if the Board of Education reduces the number of Individual Small Group Instructors or Case Managers, individuals holding continuing contracts shall be the last ones suspended in order of seniority.

2. Individual Small Group Instructors or Case Managers hired for a non Individual Small Group Instructor or Case Manager bargaining unit position

If an Individual Small Group Instructor or Case Manager is subsequently hired to fill a non Individual Small Group Instructor or Case Manager bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of experience that consisted of at least one thousand (1,000) hours in any school year.

However, such prior service shall not count for years of service in attaining a continuing

contract (if not already attained by Dec. 1, 1989) or for seniority purposes under Article XXV, Reduction in Force. Seniority under Article XXV, Reduction in Force, shall begin to accrue upon transfer to the new position.

3. Pays

Individual Small Group Instructors and Case Managers shall be paid in twenty-six (26) installments.

4. Calamity Days

Individual Small Group Instructors or Case Managers shall be paid for calamity days in the same manner as other members of the bargaining unit.

5. Salary

Individual Small Group Instructors or Case Managers shall receive the same percentage of salary increase as teachers.

BA / MA with temporary certification

<u>Year</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
0	\$21.06	\$21.27	\$21.48
1	\$21.69	\$21.91	\$22.13
2	\$22.53	\$22.76	\$22.99
3	\$23.37	\$23.61	\$23.85
4	\$23.59	\$23.82	\$24.06

With full certification

<u>Year</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
0	\$21.06	\$21.27	\$21.48
1	\$21.69	\$21.91	\$22.13
2	\$22.53	\$22.76	\$22.99
3	\$23.37	\$23.61	\$23.85
4	\$24.21	\$24.45	\$24.69
5	\$25.31	\$25.57	\$25.82

### Salary Schedule Payment:

- a. All Individual Small Group Instructors or Case Manager, upon hire, shall be placed at the zero (0) step. However, individuals who were employed and paid on the salary schedule in Article XXVI, Salary, immediately prior to moving to an Individual Small Group Instructor or Case Manager position, shall be given credit on this salary schedule for that prior service.
- b. Individuals will advance steps on the salary schedule every other year unless he/she is on payroll for one thousand (1,000) hours or more in a year. In this event, advancement shall be each year.

Individual Small Group Instructors will be paid when a student is absent for up to five (5) consecutive days. Individual Small Group Instructors will account on time sheets for student absence.

Individual Small Group Instructors paid from the general fund, classified as L.D. Individual Small Group Instructors or Case Managers, will be paid an additional ten percent (10%) of the direct service hours to compensate for all indirect services. Indirect services may include, but are not limited to, inservice, development of I.E.P.'s, conferencing.

It is the intent of the parties that the number of hours of indirect services required will not

exceed ten percent (10%) of direct service hours on an annual basis.

Direct plus indirect hours shall not exceed thirty-seven and one-half (37-½) hours per week unless mutually agreed upon by the Association President and the Superintendent to make adjustments for school calendars impacted by building projects.

## **ARTICLE XVI – INSURANCE**

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

### **Medical**

- A. The Board will pay 89% of the premium in 2014-2015, 87% in 2015-2016 and 85% in 2016-2107 for full-time employees.
- B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The

coverage shall be the standardized COG specifications.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the

participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.  Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative: Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage: Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification: Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

### **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$75,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The

value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

### **Dental Insurance**

The Board shall provide dental coverage and pay 100% of the premium.

#### Plan description (summary only):

1. Maximum benefits/covered person:

Class I, II or III	\$2,500/person per year.
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2. Deductible-Ind. \$25 per year
3. Deductible-Family \$75 per year
4. Co-insurance Amounts
  - a) Class I - Prevention 100% of Usual and Customary (No deductible)
  - b) Class II - Basic 80% of Usual and Customary
  - c) Class III - Major 80% of Usual and Customary
  - d) Class IV - Orthodontia 60% of Usual and Customary

Lifetime maximum - Orthodontia \$1200/individual

## **Section 125-Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

## **ARTICLE XVII – LEAVES**

### A. Assault Leave

If any individual is assaulted while performing in the confines of his/her employment, or assignment of duties, the Board shall grant a Leave of Absence for the period so designated by the individual's physician not to exceed one (1) year. The Leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave.

### B. Child Care Leave

An individual may request and shall be granted a Child Care Leave of absence without pay or benefits on the conditions set forth below:

1. The Child Care Leave of Absence shall be for the balance of the school year in which the birth of the child occurs. For the purposes of this Article, the school year shall begin on July 1 of a given year.
2. The individual shall request such leave in writing at least thirty (30) days prior to the date of its intended commencement.

3. The Leave shall be extended for one (1) additional school year upon request of the individual to the Board made not later than April 1 preceding the year for which such leave is requested.
4. When the individual desires to terminate Leave, application for reinstatement shall be made by the individual by April 1 and the individual shall be reinstated at the beginning of the next school year.
5. Upon return from Child Care Leave, the individual shall be entitled to reinstatement with the same contractual status which was held prior to the Leave.
6. Where the group insurance policy permits, an individual on Child Care Leave may continue to participate in insurance benefits which are provided to other individuals if payment is made in advance by the individual at the group rate to the Board for such benefits.
7. An individual who is adopting a child shall be entitled to an unpaid leave under this section and subject to these same conditions with the date the adopted child is received being equivalent to the date of birth referred to above.

C. Family Medical Leave

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be

administered under the provisions of the FMLA.

2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
3. The Board shall provide a copy of the policy on FMLA in the library of each building.

D. Personal

1. Three (3) unrestricted days of Personal Leave will be available to each individual limited only as follows:
  - a. No more than ten percent (10%) of the staff can be out of a given building on Personal Leave on the same day.
  - b. The building Principal must be given as much advance notice as possible prior to a Personal Leave Day being taken. However, a minimum of two (2) work days is required except in emergency situations.
  - c. Individuals shall make every effort to schedule appointments at times other than the scheduled work day.
  - d. Personal Leave cannot be used the day before or the day after a school holiday/break – including Labor Day, Thanksgiving, Winter Break, Martin Luther King Day, Presidents Day, Spring

Break, Good Friday, Easter and Memorial Day.

- e. Personal Leave cannot be used during the last two weeks of school without advance permission of the Superintendent.

E. Sick Leave

- 1. Annual allowance – Individuals shall be granted sick leave on the following basis: One and one-quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.
  - a. Upon approval of the Superintendent or his/her designee, teachers may use sick leave for absence due to the following reasons:
    - (1) personal illness (including emergency dental and medical appointments);
    - (2) injury;
    - (3) absence due to illness, injury or death in the teacher's immediate family;
    - (4) exposure to contagious disease which could be communicated to others;
  - b. For purposes of absence due to illness, injury or death in the teacher's immediate family, "immediate family" shall be defined to include the teacher's spouse, parent, child, brother, sister,

mother-in-law, father-in-law, stepparent, stepchild, foster child, foster parent, grandparent, domestic partner, legal guardian or other family member with personal responsibility in respect to illness or death. The superintendent may request documentation for any absence of 5 consecutive work days or longer. Any absence longer than 5 consecutive days per immediate family member must be approved by the superintendent. Absences for immediate family may not exceed 15 days total per school year without the permission of the Superintendent.

- c. Upon approval of the superintendent, the provisions of sick leave may be extended.
2. Accumulated sick leave – The maximum number of sick leave days accumulated shall be 355.

#### **ARTICLE XVIII – LENGTH OF SCHOOL DAY**

The defined school day for individuals shall be seven and three-quarter (7 <sup>3</sup>/<sub>4</sub>) hours to include a thirty (30) minute duty-free lunch period.

The regular workday of the bargaining unit may be adjusted for alternative scheduling and/or the inclusion of sessions for Parent-Teacher Conferences or other professional activities as long as the total contracted work period for the two (2) week period does not exceed seventy-seven and one half (77.5) hours. These hour limitations may be adjusted

through prior agreement of the Association President and the Superintendent. If the starting or ending times of the regularly scheduled seven and three-quarter (7  $\frac{3}{4}$ ) hour teacher day are adjusted to accommodate Open House or other required events, teachers will receive a two (2) week notice of the schedule change. All changes or adjustments to the regularly scheduled seven and three-quarter (7  $\frac{3}{4}$ ) hour teacher day must be reviewed and approved by Labor Management prior to the two (2) week notice given to teachers.

The regular workday may be extended by one (1) hour for the purpose of professional activities no more than four (4) times per year to be reviewed by the Labor Management Committee at least one (1) week prior to the professional activity being conducted.

However, in addition, individuals are expected to attend Open House and up to two (2) after school events per year. Every effort shall be made to assign these activities in an equitable manner.

Academic overnight trips (excluding supplemental contracted and extra-curricular activities) will be paid at the Supplemental Contract rate for Outdoor Education. If enough individuals do not volunteer, the least senior qualified person may be assigned.

### **ARTICLE XIX – LENGTH OF SCHOOL YEAR**

All individuals are contracted for one hundred eighty-six (186) days.

Each teacher shall be provided one day at the beginning of each school year and one day on the last day of each school year without pupil contact or meetings, which shall count as

two of the one hundred eighty-six (186) days in the work year, for preparing their classroom and to complete end of year responsibilities.

Each teacher shall be provided one-half day at the end of each semester break each school year in order to complete necessary paperwork and to prepare for the next semester without pupil contact or meetings.

## **ARTICLE XX – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

### A. Local Professional Development Committee

The Plain Local Professional Development Committee (LPDC) will be composed of five (5) individuals who are current members of the Professional Assistance and Review Committee. Three (3) Association members will be selected by the teacher members of the Peer Assistant Review Committee and two (2) administrators will be selected by the administrator members of the Peer Assistant Review Committee. The purposes of the LPDC include, but are not limited to:

1. the pre-approval of all CEU activities
2. the assignment of CEU's for all workshops and other professional activities
3. the approval of all applications for certifications, licensures and renewals

B. Process and Procedure

The Plain Local Professional Development Committee will:

1. establish operating procedures for the submission of certification and licensure applications and renewals
2. ensure that coursework and other professional development activities meet the standards for renewal of certificates and licenses
3. keep records of the LPDC's decisions regarding CEU's and renewals
4. establish a local appeal process for teachers who wish to appeal the decision of the Local Professional Development Committee
5. adopt and amend by-laws governing the operation of the Local Professional Development Committee which may not be in conflict with the negotiated agreement.

C. Compensation:

Teacher members of the Plain Local Professional Development Committee will be compensated two hundred fifty dollars (\$250) per year.

Any bargaining unit member who is designated to oversee online licensure renewal will receive an additional five hundred dollars (\$500).

D. Individual Responsibility

It is the individual responsibility of teachers to keep records of all professional activities, transcripts, certificates, licenses and CEU's necessary for certificate / licensure attainment and renewals. It is the individual's responsibility to complete the appropriate coursework and or other professional activities required by Ohio Licensure Standards and to meet all deadlines established by the LPDC and the Plain Local Schools.

**ARTICLE XXI – NON-INSTRUCTIONAL DUTIES**

Elementary teachers will not be required to perform noon indoor/outdoor recess duty except for one (1) time per month, if necessary.

**ARTICLE XXII – PERSONNEL FILES**

- A. All individuals have the right, upon reasonable notice, to view the materials in their personnel files with the Superintendent or his/her designee present, exclusive of confidential letters, recommendations, or references. If an unfavorable statement or notation is in the file, the individual shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.
- B. All documents included in an individual's file shall be dated and identifiable as to source.
- C. An individual may request and shall receive at his/her expense, a reproduction of any item in his/her file,

exclusive of confidential letters, recommendations, or references.

- D. Any complaint that results in information being reduced to writing and/or being used in employment decisions shall be called to the attention of the individual within a reasonable time. When known, the complaint shall be identified and the individual shall be afforded the opportunity to answer or rebut such complaint.

### **ARTICLE XXIII – POSITION SHARING**

- A. Position sharing shall refer to a voluntary option available for teachers subject to the approval of the Superintendent or his/her designee. Cost, academic efficiency, or instructional process shall not be a basis for a claim that the Superintendent unreasonably withheld approval of a position sharing plan. Approval shall not be unreasonably withheld. Two (2) teachers may share a full time equivalent (1.0 FTE) certificated teaching assignment.
- B. Teachers who wish to share a position shall submit a written plan for such arrangement to the building principal no later than April 1 of the school year preceding the proposed position share.
- C. There shall be a Job Sharing Agreement between the two teachers, Superintendent, and Association for each job share which is not grievable. Some of the items to be included in each Job Sharing Agreement are the division of duties, hours, payment of benefits (one FTE per position), compensation, evaluation, parent conference, IAT meetings, duty periods, committee assignment outside the district,

communication, and provisions to resolve disagreements during the term of the Job Share Agreement. This list is only illustrative, and is not meant to be all encompassing.

- D. Teachers who wish to participate must locate their job sharing partner. No teacher will be required to job share.
- E. All negotiated salary and benefits, as contained in the Master Agreement, shall be split according to the percentage of a regular full-time workday served by the participant. In no event shall the Board incur more than 100% of the cost of one full-time teacher with the exception of parent conferences and in-service days which shall be paid at a pro-rated per diem rate.
- F. Teachers shall acquire one (1) year seniority in each year of position sharing worked provided the teacher is assigned at least fifty percent (50%) of the workday under the position-sharing plan.
- G. Position sharing teachers will be considered for change in contract status, evaluation and layoff on the same basis as other teachers.
- H. A position sharing partnership shall last one (1) full school year and must be applied for on a yearly basis.
- I. Certified substitutes will be provided for absent position sharing teachers. However, position sharing teachers may substitute for each other, with advance notice, at the pro-rated per diem rate before outside substitutes are secured.

- J. Neither the decision to approve/reject a request nor the position sharing plan is grievable.

**ARTICLE XXIV – PRINTING OF THE CONTRACT**

At the conclusion of negotiations, the contract between the parties will be reduced to writing and reproduced in pocket size for distribution to every member of the Association. The Plain Local Teachers' Association and the Plain Local Board of Education shall each receive ninety (90) additional copies of the contract. The Board will assume the full responsibility of printing the contract. The cost of reproduction shall be borne equally by the Board and the Association after a written estimate is provided to the Association and approved.

**ARTICLE XXV – REDUCTION IN FORCE**

- A. The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, return to duty of regular individuals after leaves of absence, or by reason of suspension of school or territorial changes affecting the district, financial reasons, staff reorganization, or curriculum changes. The RIF will be applied to the entire position held by an individual at the time of the RIF, although the Board may thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual recalled to a part-time position shall remain on the recall list for a full-time position.
  
- B. The definition of “decrease in enrollment” contained in O.R.C. 3319.17 and referenced in this Article shall be defined as follows:
  - 1. 2005-2006 11 RIF exposure (prior contract carryover)  
2006-2007 4 RIF exposure (increase of 181 ADM/25 = 7)

2007-2008	9 RIF exposure (decrease of 130 ADM/25 = 5)
2008-2009	13 RIF exposure (decrease of 106 ADM/25 = 4)
2009-2010	16 RIF exposure (decrease of 94 ADM/25 = 3)
2010-2011	15 RIF exposure (increase of 28 ADM/25=1))
2011-2012	15 RIF exposure (increase of 8 ADM/25 = 0)
2012-2013	15 RIF exposure (increase of 17 ADM/25 = 0)

2. The 15 will be adjusted each of the following years by dividing the current enrollment change by 25 and either increasing or decreasing depending on each year's enrollment change, e.g.
  
3. The 15 will also be decreased by the number of any reductions in force that actually occur each year i.e.:
 

15	
<u>-7</u>	(people RIF'd)
8	New RIF exposure
  
- C. The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the Plain Local School District using the layoff procedures contained in this Article.
  
- D. The Superintendent will not use the RIF in a punitive manner.
  
- E. The Superintendent shall announce when a RIF is necessary and certification on file in the central office on the date the RIF is announced, shall be the basis for suspending contracts as stated below. Seniority may not be used as a criteria except when evaluations are comparable. For purposes of defining comparable, there shall be two categories used. The first category is "Accomplished". The second category is "Skilled" and "Developing". Seniority shall not be used for "Ineffective" teachers. This definition of "comparable" expires on June 30, 2017.

1. Seniority shall be defined as length of continuous service, including approved leaves of absence, if any, which shall not break seniority, nor shall they count toward seniority, from the date of employment in Plain Local Schools. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days.
2. It is the individual's responsibility to see that all of his/her certificates are in his/her personnel file in the central office.
  - a. A Seniority List will be given to the Association by December 15 of each year. Such a list shall include names, areas of certification, years of experience at Plain Local, and type of contract (limited or continuing). A member of the Association shall have until February 15 of each year to submit any challenges or corrections to the list. Any error not challenged in writing to the Superintendent by February 15 is waived for that year. Any revised list will be shared with the Association as soon as the list is available.
  - b. It shall be the responsibility of each teacher to notify the Superintendent, in writing, of all areas of certification held prior to December 15.

3. When RIF becomes necessary, displacement (“bumping”) shall occur as follows:
  - a. Non-tenured individuals holding temporary certification will be the first ones suspended.
  - b. Fully certificated limited contract individuals shall be the next ones suspended.
  - c. Continuing contract individuals shall be the last persons suspended.
  - d. Within each items (a) through (c) reductions shall be made so that the individuals in those areas having the least seniority will be the first to be suspended if evaluations are comparable.

F. An individual whose job is to be eliminated shall be notified by certified mail and/or receipted methods.

G. The Superintendent or his/her designee shall provide the Association President with a “seniority list” prior to the implementation of a reduction in force. This list shall be prepared in the following manner.

All individuals shall be ranked by:

1. Contract status (i.e., limited or continuing)
2. Years of experience (seniority) in Plain Local
3. All areas of certification on file with the district

4. From the least senior to the most senior in all certificated areas and comparability as determined by formal evaluations.
- H. An individual whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified. Such individuals shall be recalled in reverse order of layoff. No new individuals shall be employed by the Board while there are continuing and limited contract individuals on the RIF list who are certificated for any opening of a teaching position. Nothing herein shall prevent the Board from reassigning existing staff to the subject areas of individuals on the recall list.
  - I. Individuals being recalled shall be notified by certified mail and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the individual's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.
  - J. If the individual fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board of education shall have no further obligations to him/her.
  - K. The recall list shall be maintained for three (3) years from the date the employee became unemployed.
  - L. Individuals on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).

M. Vocational – As long as a Cooperative Agreement is in effect among the Jackson, Plain, Lake, and North Canton School Districts to provide vocational education, the following reduction in force procedures shall be in effect:

1. If the Superintendents' determination of course offerings results in the elimination of a position(s), such reduction may occur as long as the procedures contained in this section are followed.
2. If the decision on a course offering(s) results in the need to reduce staff in any district, the individual with the most seniority as defined in E.1., shall be retained. The individual with the least seniority shall exercise the displacement rights in the collective bargaining agreement with his/her current employer.
3. If there is no one for the individual to displace, the individual shall be placed on the RIF list of the current employer under the terms of that collective bargaining agreement. The individual shall also be placed on the RIF list in the other provide districts in the area of vocational certification only, under the terms of that district's collective bargaining agreement.
4. If the course offering remaining is to be taught in a different district, the individual remaining shall be assigned (transferred) to and contracted by that district without a break in seniority, and subject to other terms of that district's collective bargaining agreement without loss of tenure (if applicable), salary

schedule credit for year of experience earned or granted by the previous district.

5. Superintendents may assign vocational teachers to vocational programs in any of the participating districts provide the protections of paragraph 4 above are followed.
6. On or after the entrance of the district into the vocational compact, if a vocational teacher is transferred to a non-vocational position, the individual retains displacement rights both within the contracted district and, in the vocational area, across districts.
7. Other districts may be added to the Cooperative Agreement.
8. This Article may be modified as necessary, to comply with requirements of the Vocational Compact/Collaborative.

- N. For individuals currently employed and assigned to a non-public school(s) as of May 1, 1991:

If the Board is notified by a non-public school(s) of its intent to reduce the number of individual(s) or to reduce the number of hours assigned, for any reason, the individual(s) so affected will be covered by the provisions of Sections A-L of this Article.

- O. For members of the bargaining unit employed and assigned to a non-public school after May 1, 1991: If the Board is notified by a non-public school(s) of its intent to reduce the number of individual(s) or to reduce the number of hours assigned, for any reason, the individual(s) affected may displace the least

senior individual who is a member of the bargaining unit in his/her area of certification in the currently assigned non-public school. If subsequently hired by Plain, seniority begins on first day of assignment to a Plain Local School.

The individual without a position after all displacement has occurred shall be placed on a recall list for positions in the currently assigned non-public school.

Only the following sections of this Article shall apply to those individuals currently assigned to non-public schools

- E.
- F.
- G.
- I.
- J.
- K.

- P. If any individual assigned to a Plain Local School is transferred to a non-public school, the individual, in the event of a reduction in force in a non-public school, retains the right to displace the least senior individual in his/her area(s) of certification as per this Article, whether the displaced individual is assigned to Plain Local or a non-public school. Seniority as per Section E.1. of this Article shall apply to individuals under this paragraph.

**ARTICLE XXVII - SALARY SCHEDULE**

**SALARY SCHEDULE - A.2.**

2014-2015

Effective July 2014

YEARS	CURRENT	SALARY 2014-15						
	SALARY 2013-2014	B.A.	SALARY 2013-2014	B.A.+18	SALARY 2013-2014	M.A.	SALARY 2013-2014	M.A.+18
0		34,045		34,727		35,408		37,109
		1.00		1.02		1.04		1.09
1		35,067		35,408		36,769		38,471
		1.03		1.04		1.08		1.13
2		36,428		36,769		38,812		40,514
		1.07		1.08		1.14		1.19
3		37,790		38,812		43,238		44,939
		1.11		1.14		1.27		1.32
4		39,153		40,855		45,281		46,301
		1.15		1.20		1.33		1.36
5		40,514		42,897		47,324		48,345
		1.19		1.26		1.39		1.42
6		42,216		44,939		49,365		50,388
		1.24		1.32		1.45		1.48
7		43,919		46,983		51,409		52,430
		1.29		1.38		1.51		1.54
8		45,620		49,025		53,451		54,472
		1.34		1.44		1.57		1.60
9		47,664		51,069		55,494		56,516
		1.40		1.50		1.63		1.66
10		49,707		53,112		57,537		58,557
		1.46		1.56		1.69		1.72
11		51,749		55,153		59,580		60,601
		1.52		1.62		1.75		1.78
12-14	53,787	53,791	57,191	57,196	61,616	61,621	62,638	62,643
<i>Pay 2013-14 +1%</i>		<b>54,325</b>		<b>57,763</b>		<b>62,232</b>		<b>63,264</b>
		1.58		1.68		1.81		1.84
15-19	55,489	55,493	59,233	59,238	63,659	63,664	64,680	64,686
<i>Pay 2013-14 +1%</i>		<b>56,044</b>		<b>59,825</b>		<b>64,296</b>		<b>65,327</b>
		1.63		1.74		1.87		1.90
20-24	57,191	57,196	61,276	61,281	65,701	65,707	66,723	66,728
<i>Pay 2013-14 +1%</i>		<b>57,763</b>		<b>61,889</b>		<b>66,358</b>		<b>67,390</b>
		1.68		1.80		1.93		1.96
25-28	58,893	58,898	63,319	63,324	67,744	67,750	68,765	68,771
<i>Pay 2013-14 +1%</i>		<b>59,482</b>		<b>63,952</b>		<b>68,421</b>		<b>69,453</b>
		1.73		1.86		1.99		2.02
29	60,596	60,600	65,361	65,366	69,787	69,792	70,807	70,814
<i>Pay 2013-14 +1%</i>		<b>61,202</b>		<b>66,015</b>		<b>70,485</b>		<b>71,515</b>
		1.78		1.92		2.05		2.08

If not changing steps in 2014-15 then will receive amount in bold/italic for 2014-15 which is 1% more than current pay in 2013-2014

**ARTICLE XXVI - SALARY SCHEDULE**

**SALARY SCHEDULE - A.2.**

**2015-2016**

Effective July 2015

<u>YEARS</u>	<u>NON-DEGREE</u>	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+18</u>
0	29,227	34,385	35,074	35,761	37,480
	0.85	1.00	1.02	1.04	1.09
1	29,915	35,418	35,761	37,136	38,855
	0.87	1.03	1.04	1.08	1.13
2	30,604	36,792	37,136	39,200	40,918
	0.89	1.07	1.08	1.14	1.19
3	33,010	38,167	39,200	43,670	45,388
	0.96	1.11	1.14	1.27	1.32
4	34,042	39,544	41,263	45,733	46,764
	0.99	1.15	1.20	1.33	1.36
5	35,074	40,918	43,325	47,796	48,828
	1.02	1.19	1.26	1.39	1.42
6	36,105	42,637	45,388	49,858	50,891
	1.05	1.24	1.32	1.45	1.48
7	37,136	44,358	47,452	51,922	52,954
	1.08	1.29	1.38	1.51	1.54
8	38,167	46,076	49,514	53,984	55,016
	1.11	1.34	1.44	1.57	1.60
9	39,200	48,140	51,579	56,049	57,080
	1.14	1.40	1.50	1.63	1.66
10	40,231	50,203	53,643	58,112	59,142
	1.17	1.46	1.56	1.69	1.72
11	41,263	52,266	55,704	60,175	61,206
	1.20	1.52	1.62	1.75	1.78
12-14	42,294	54,328	57,767	62,237	63,268
	1.23	1.58	1.68	1.81	1.84
<b>15-19*</b>	<b>43,325</b>	<b>56,048</b>	<b>59,830</b>	<b>64,300</b>	<b>65,332</b>
	<b>1.26</b>	<b>1.63</b>	<b>1.74</b>	<b>1.87</b>	<b>1.90</b>
<b>20-24*</b>	<b>44,357</b>	<b>57,767</b>	<b>61,893</b>	<b>66,363</b>	<b>67,395</b>
	<b>1.29</b>	<b>1.68</b>	<b>1.80</b>	<b>1.93</b>	<b>1.96</b>
<b>25-28*</b>	<b>45,388</b>	<b>59,486</b>	<b>63,956</b>	<b>68,426</b>	<b>69,458</b>
	<b>1.32</b>	<b>1.73</b>	<b>1.86</b>	<b>1.99</b>	<b>2.02</b>
29	46,420	61,205	66,019	70,489	71,521
	1.35	1.78	1.92	2.05	2.08

**\*Staff members starting this contract in years 16,17,21,22,& 26 will receive a one (1) time amount of \$500 to be paid over the 26 pays for the year only during the 2015-2016 contract year. For instance a member on step BA16 for 2015-2016 will receive \$56,048 + \$500 = \$56,548 in 2015-2016, paid in 26 pays**

**ARTICLE XXVI - SALARY SCHEDULE**

**SALARY SCHEDULE - A.2.**

**2016-2017**

Effective July 2016

<u>YEARS</u>	<u>NON-DEGREE</u>	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+18</u>
0	29,520	34,729	35,425	36,119	37,855
	0.85	1.00	1.02	1.04	1.09
1	30,214	35,772	36,119	37,507	39,244
	0.87	1.03	1.04	1.08	1.13
2	30,910	37,160	37,507	39,592	41,328
	0.89	1.07	1.08	1.14	1.19
3	33,340	38,549	39,592	44,107	45,842
	0.96	1.11	1.14	1.27	1.32
4	34,383	39,939	41,676	46,191	47,231
	0.99	1.15	1.20	1.33	1.36
5	35,425	41,328	43,759	48,274	49,316
	1.02	1.19	1.26	1.39	1.42
6	36,466	43,064	45,842	50,357	51,400
	1.05	1.24	1.32	1.45	1.48
7	37,507	44,801	47,927	52,442	53,484
	1.08	1.29	1.38	1.51	1.54
8	38,549	46,537	50,010	54,525	55,566
	1.11	1.34	1.44	1.57	1.60
9	39,592	48,622	52,095	56,609	57,651
	1.14	1.40	1.50	1.63	1.66
10	40,634	50,705	54,179	58,693	59,734
	1.17	1.46	1.56	1.69	1.72
11	41,676	52,789	56,261	60,777	61,819
	1.20	1.52	1.62	1.75	1.78
12-14	42,717	54,872	58,345	62,859	63,901
	1.23	1.58	1.68	1.81	1.84
15-19*	43,759	56,608	60,428	64,943	65,985
	1.26	1.63	1.74	1.87	1.90
20-24*	44,800	58,345	62,512	67,027	68,069
	1.29	1.68	1.80	1.93	1.96
25-28*	45,842	60,081	64,596	69,111	70,153
	1.32	1.73	1.86	1.99	2.02
29	46,884	61,818	66,680	71,194	72,236
	1.35	1.78	1.92	2.05	2.08

\*Salaries to be paid as published on above schedule

Teachers who also are employed to work in the Interactive Distance Learning Program after teaching during the regular school day, i.e. 7 ½ hours, shall be paid at his/her per diem teaching rate for actual teaching time.

An additional \$500 per year will be given to individuals with 26–30 years of experience who have satisfactorily completed thirty (30) hours of graduate work in a meaningful pattern of professional education after earning a Master's Degree or have prior approval from the Superintendent. It is the teacher's responsibility to inform the Administration of eligibility in terms of total years of service and 30 hours of graduate work completed to receive payment under this paragraph. (26 years MA+30 = \$500; 27 years MA+30 = \$1,000; 28 years MA+30 = \$1,500; 29 years MA+30 = \$2,000; 30 years MA+30 = \$2,500; 31 years MA+30 = \$2,500; etc.)

Footnotes for Regular Salary Schedules:

1. To qualify for Column 3, "Bachelor's Degree Plus 18 Hours", an individual must have satisfactorily completed eighteen (18) semester hours in a meaningful pattern of professional education after the requirements for provisional certification or licensure have been met and the conferring of a Baccalaureate Degree.
2. To qualify for Column 5, Master's Degree Plus 18 Hours", an individual must have satisfactorily completed eighteen (18) semester hours of graduate work in a meaningful pattern of professional education after earning a Master's Degree or have prior approval from the Superintendent.

3. a. Career and Technical teachers completing eighteen (18) semester hours of teacher improvement work since the granting of the initial standard vocational certificate or license will also qualify under Column 3, "Bachelor's Degree Plus 18 hours."
- b. Non-Degreed, Career and Technical Teachers
  - 1.) A teacher with seven (7) years experience in the trade area for which certification is granted, shall be placed at the Bachelor's level with zero (0) years experience. Work experience in the area of certification or semester hours beyond the entry requirements will be evaluated by the Superintendent to determine further initial placement on the salary schedule.
  - 2.) Teachers with a five (5) year professional license will be placed at BA+18 level after successfully completing 18 semester hours and/or course work approved by the Superintendent.
  - 3.) Teachers on the BA+18 column will be placed on the MA column upon completion of an additional 42 semester hours and/or course work approved by the

Superintendent or who obtains an Associate Degree.

- 4.) Teachers on the MA column will be placed on the MA+18 column upon completion of an additional 18 semester hours and/or course work approved by the Superintendent.

c. Degreed Career and Technical Teachers

- 1.) After receiving a five-year professional license (24 semester hours), a teacher with a Bachelor's Degree will be placed at the Bachelor's +18 salary level.
- 2.) To qualify for MA+18, a teacher with a Master's Degree must complete an additional 18 semester hours or industry certification pre-approved by the Superintendent.
- 3.) After receiving a professional license (24 hours), a teacher currently holding a Master's Degree in their teaching field will be placed at the MA+18 level.
- 4.) To qualify for the Master's +30 salary bonus, a teacher with a Master's +18 must complete an additional 12 semester hours or

industry certification pre-approved by the Superintendent.

4. All teachers new to the Plain Local School District shall receive a signing bonus of \$1000 to be paid when they have been renewed at the end of the first year and an additional \$1000 when they have been renewed at the end of the second year.

B. Supplementals

The Superintendent may approve additional compensation as a percent of the approved supplemental salary schedule for individuals who work extended seasons or beyond contract expectations. (This provision applies to both athletic and non-athletic supplementals)

Additional supplemental positions may be added by the Superintendent after consulting with the Association at an hourly rate of \$13.13.

SUPPLEMENTAL SALARY SCHEDULE - B.1.  
2014-2015, 2015-2016, 2016-2017

POSITION	2014-2015	2015-2016	2016-2017
	STIPEND 1.00%	STIPEND 1.00%	STIPEND 1.00%
ACADEMIC CHALLENGE (GO, OW, GW)	\$ 1,749	\$ 1,766	\$ 1,784
ART CLUB (GW & OW)	\$ 1,252	\$ 1,265	\$ 1,277
ATHLETIC TRAINER/GIRLS & BOYS (DISTRICT)	\$ 11,132	\$ 11,243	\$ 11,356
ATHLETIC TRAINER/GIRLS & BOYS (ASST)	\$ 5,284	\$ 5,337	\$ 5,390
CHEERLEADER ADVISOR (VARSITY)	\$ 6,537	\$ 6,603	\$ 6,669
CHEERLEADER ADVISOR (ASST)	\$ 3,090	\$ 3,121	\$ 3,152
CHEERLEADER ADVISOR (OW)	\$ 2,139	\$ 2,161	\$ 2,182
CHESS CLUB ADV (GO)	\$ 1,057	\$ 1,067	\$ 1,078
CHESS CLUB ADV (OW & GW)	\$ 793	\$ 801	\$ 809
DANCE (GO)	\$ 1,497	\$ 1,512	\$ 1,527
DANCE (GW & OW)	\$ 1,695	\$ 1,712	\$ 1,729
DEPARTMENT COORDINATOR	\$ 4,114	\$ 4,155	\$ 4,196
DRAMA (OW & GW)	\$ 1,629	\$ 1,645	\$ 1,662
DRAMATICS DIRECTOR (GO)	\$ 5,284	\$ 5,337	\$ 5,390
DRAMATICS DIRECTOR (GO ASST)	\$ 2,510	\$ 2,535	\$ 2,560
GUIDANCE COUNSELOR (10 DAYS EXTENDED) (OW, & GW)	\$ 2,000	\$ 2,000	\$ 2,000
INSTRUMENTAL MUSIC DIRECTOR (GO)	\$ 11,781	\$ 11,898	\$ 12,017
INSTRUMENTAL MUSIC ASST DIRECTOR (GO)	\$ 6,869	\$ 6,938	\$ 7,007
BAND INSTRUCTOR	\$ 1,981	\$ 2,001	\$ 2,021
INSTRUMENTAL MUSIC (OW & GW)	\$ 1,470	\$ 1,485	\$ 1,500
STRINGS DIRECTOR (GO)	\$ 1,981	\$ 2,001	\$ 2,021
COLOR GUARD	\$ 2,400	\$ 2,424	\$ 2,448
TWIRLER/MAJORETTE ADVISOR	\$ 2,822	\$ 2,850	\$ 2,878
IPAD COORDINATOR	\$ 750	\$ 758	\$ 765
LIGHTING (OW)	\$ 688	\$ 695	\$ 702
MATH COMPETITIONS (OW & GW)	\$ 1,252	\$ 1,265	\$ 1,277
LEAD MENTOR (INCLUDES MENTORING AN EYT)	\$ 1,902	\$ 1,921	\$ 1,940
MENTOR	\$ 951	\$ 960	\$ 970
MODEL U.N. ADVISOR (GO, OW, & GW)	\$ 1,253	\$ 1,265	\$ 1,278
NATIONAL HONOR SOCIETY ADVISOR (GO)	\$ 1,246	\$ 1,258	\$ 1,271
NATIONAL HISTORY DAY (OW)	\$ 400	\$ 404	\$ 408
OUTDOOR EDUCATION (PER NIGHT)	\$ 144	\$ 145	\$ 147
PSYCHOLOGIST	\$ 6,305	\$ 6,368	\$ 6,432
POWER OF THE PEN (OW)	\$ 991	\$ 1,001	\$ 1,011
SCHOOL PAPER ADVISOR (GO)	\$ 3,675	\$ 3,712	\$ 3,749
SCHOOL PAPER ADVISOR (GO ASST)	\$ 1,770	\$ 1,788	\$ 1,806
SCHOOL PAPER ADVISOR (OW & GW)	\$ 991	\$ 1,001	\$ 1,011
SCIENCE FAIR (2 GO, 2 OW, 2 GW)	\$ 400	\$ 404	\$ 408
SCIENCE OLYMPIAD ADVISOR (HEAD) (GO, OW, & GW) (FUTURE CITY - OW)	\$ 1,392	\$ 1,406	\$ 1,420
SCIENCE OLYMPIAD ADVISOR (ASST) (GO, OW, & GW)	\$ 716	\$ 723	\$ 730
SOUND (OW)	\$ 688	\$ 695	\$ 702
SPEECH AND DEBATE ADVISOR (GO)	\$ 6,263	\$ 6,325	\$ 6,389
SPEECH AND DEBATE ADVISOR (GO 1ST ASST)	\$ 3,675	\$ 3,712	\$ 3,749
SPEECH AND DEBATE ADVISOR (GO ASST)	\$ 2,642	\$ 2,668	\$ 2,695
SPIRIT CLUB ADVISOR (GO)	\$ 1,179	\$ 1,191	\$ 1,203
STUDENT COUNCIL ADVISOR (OW & GW)	\$ 1,178	\$ 1,190	\$ 1,202
STUDENT LIFE COORDINATOR (GO)	\$ 4,712	\$ 4,759	\$ 4,807
TEAM LEADER	\$ 2,000	\$ 2,020	\$ 2,040

POSITION	2014-2015	2015-2016	2016-2017
	STIPEND	STIPEND	STIPEND
	1.00%	1.00%	1.00%
BUILDING TECHNOLOGY SUPPORT (PER CORE TEACHER)	\$ 96	\$ 97	\$ 98
VOCAL MUSIC (GO)	\$ 7,926	\$ 8,005	\$ 8,085
VOCAL MUSIC ASST (GO)	\$ 5,284	\$ 5,337	\$ 5,390
VOCAL MUSIC (OW)	\$ 1,470	\$ 1,485	\$ 1,500
YEARBOOK ADVISOR (GO)	\$ 4,252	\$ 4,295	\$ 4,338
YEARBOOK ADVISOR (GO ASST)	\$ 1,999	\$ 2,019	\$ 2,039
YEARBOOK ADVISOR (OW & GW)	\$ 979	\$ 989	\$ 999
WATER POLO ADVISOR	\$ 2,226	\$ 2,248	\$ 2,271
WATER POLO ADVISOR (ASST)	\$ 1,513	\$ 1,528	\$ 1,543
BASEBALL (HEAD COACH)	\$ 5,548	\$ 5,604	\$ 5,660
BASEBALL (1ST ASST)	\$ 3,543	\$ 3,578	\$ 3,614
BASEBALL (ASST)	\$ 2,944	\$ 2,974	\$ 3,004
BASKETBALL (HEAD COACH)	\$ 9,958	\$ 10,057	\$ 10,158
BASKETBALL (1ST ASST)	\$ 5,284	\$ 5,337	\$ 5,390
BASKETBALL (ASST)	\$ 3,259	\$ 3,291	\$ 3,324
BASKETBALL (MS W/VARSITY RESP)	\$ 2,873	\$ 2,902	\$ 2,931
BASKETBALL (ASST MS W/O VARSITY RESP)	\$ 1,869	\$ 1,888	\$ 1,907
BOWLING (HEAD COACH BOYS)	\$ 1,600	\$ 1,616	\$ 1,633
BOWLING (HEAD COACH GIRLS)	\$ 1,600	\$ 1,616	\$ 1,633
CROSS COUNTRY (HEAD COACH)	\$ 5,603	\$ 5,659	\$ 5,715
CROSS COUNTRY (ASST)	\$ 3,578	\$ 3,613	\$ 3,650
CROSS COUNTRY (HEAD MS)	\$ 2,063	\$ 2,084	\$ 2,105
CROSS COUNTRY (ASST MS)	\$ 1,767	\$ 1,785	\$ 1,803
EQUIPMENT MANAGER - FALL	\$ 2,472	\$ 2,497	\$ 2,522
EQUIPMENT MANAGER - WINTER	\$ 1,783	\$ 1,801	\$ 1,819
EQUIPMENT MANAGER - SPRING	\$ 1,783	\$ 1,801	\$ 1,819
FOOTBALL (HEAD COACH)	\$ 11,310	\$ 11,423	\$ 11,538
FOOTBALL (1ST ASST)	\$ 5,548	\$ 5,604	\$ 5,660
FOOTBALL (ASST)	\$ 4,944	\$ 4,994	\$ 5,044
FOOTBALL (HEAD FRESHMEN)	\$ 4,944	\$ 4,994	\$ 5,044
FOOTBALL (FRESHMEN ASST W/VARSITY RESP)	\$ 4,623	\$ 4,670	\$ 4,716
FOOTBALL (HEAD MS W/VARSITY RESP)	\$ 2,873	\$ 2,902	\$ 2,931
FOOTBALL (ASST MS W/VARSITY RESP)	\$ 2,242	\$ 2,264	\$ 2,287
FOOTBALL (ASST MS W/O VARSITY RESP)	\$ 1,576	\$ 1,592	\$ 1,608
GOLF (HEAD COACH)	\$ 3,699	\$ 3,736	\$ 3,773
GOLF (1ST ASST)	\$ 1,915	\$ 1,935	\$ 1,954
GOLF (ASST)	\$ 1,178	\$ 1,190	\$ 1,202
GYMNASTICS (HEAD COACH)	\$ 5,548	\$ 5,604	\$ 5,660
GYMNASTICS (1ST ASST)	\$ 3,543	\$ 3,578	\$ 3,614
GYMNASTICS (ASST)	\$ 2,944	\$ 2,974	\$ 3,004
MIDDLE SCHOOL ATHLETIC COORDINATOR	\$ 2,873	\$ 2,902	\$ 2,931
SOCCER (HEAD COACH)	\$ 5,548	\$ 5,604	\$ 5,660
SOCCER (1ST ASST)	\$ 3,543	\$ 3,578	\$ 3,614
SOCCER (ASST)	\$ 2,944	\$ 2,974	\$ 3,004
SOFTBALL (HEAD COACH)	\$ 5,548	\$ 5,604	\$ 5,660
SOFTBALL (1ST ASST)	\$ 3,543	\$ 3,578	\$ 3,614
SOFTBALL (ASST)	\$ 2,944	\$ 2,974	\$ 3,004
SWIMMING CO-ED (HEAD COACH)	\$ 8,244	\$ 8,327	\$ 8,410
SWIMMING (1ST ASST)	\$ 3,543	\$ 3,578	\$ 3,614
SWIMMING (ASST)	\$ 2,944	\$ 2,974	\$ 3,004
TENNIS (HEAD COACH)	\$ 3,699	\$ 3,736	\$ 3,773
TENNIS (1ST ASST)	\$ 1,958	\$ 1,977	\$ 1,997
TENNIS (ASST)	\$ 1,178	\$ 1,190	\$ 1,202

POSITION	2014-2015	2015-2016	2016-2017
	STIPEND	STIPEND	STIPEND
	1.00%	1.00%	1.00%
TRACK (INDOOR HEAD COACH)	\$ 1,585	\$ 1,601	\$ 1,617
TRACK (INDOOR 1ST ASST)	\$ 1,321	\$ 1,334	\$ 1,348
TRACK (INDOOR ASST)	\$ 1,057	\$ 1,067	\$ 1,078
TRACK (HEAD COACH CO ED)	\$ 8,244	\$ 8,327	\$ 8,410
TRACK (1ST ASST)	\$ 3,543	\$ 3,579	\$ 3,615
TRACK (ASST)	\$ 2,945	\$ 2,974	\$ 3,004
TRACK (HEAD COACH MS)	\$ 2,242	\$ 2,264	\$ 2,287
TRACK (ASST MS)	\$ 1,770	\$ 1,788	\$ 1,806
VOLLEYBALL (HEAD COACH)	\$ 5,549	\$ 5,604	\$ 5,660
VOLLEYBALL (1ST ASST)	\$ 3,543	\$ 3,579	\$ 3,615
VOLLEYBALL (ASST)	\$ 2,945	\$ 2,974	\$ 3,004
VOLLEYBALL (MS)	\$ 2,064	\$ 2,084	\$ 2,105
WEIGHT TRAINING AND CONDITIONING (DIVIDED ON QUARTERLY BASIS WITH ONE PERSON PER QUARTER IN CHARGE OF WEIGHT ROOM)	\$ 2,995	\$ 3,025	\$ 3,055
WRESTLING (HEAD COACH)	\$ 5,813	\$ 5,871	\$ 5,929
WRESTLING (1ST ASST)	\$ 3,543	\$ 3,579	\$ 3,615
WRESTLING (ASST)	\$ 2,945	\$ 2,974	\$ 3,004
WRESTLING (HEAD COACH MS)	\$ 2,242	\$ 2,264	\$ 2,287
WRESTLING (ASST MS)	\$ 1,770	\$ 1,788	\$ 1,806

## **ARTICLE XXVII – SEVERANCE PAY**

An individual who elects to retire from teaching service in the district shall receive in one lump sum, one-quarter (1/4) of the value of his/her accrued and unused sick leave to a maximum of seventy-one (71) days multiplied times his/her per diem rate at the time of separation from the district. An additional ten dollars (\$10) per day shall be paid for sick leave accumulated between two hundred (200) and two hundred fifty (250) days. An additional twenty dollars (\$20) per day shall be paid for sick leave accumulated above two hundred fifty (250) days.

In addition, the individual must have been accepted in his/her retirement system and approved for retirement benefits within one year from the date of separation from the Plain Local School District. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the individual at that time. Severance payment will be made the September following retirement except that if an ERI is implemented and an individual takes the ERI, any severance payment due will be paid in two installments the first January and the second January following retirement.

If, at the time of death, a current teaching employee is eligible for retirement and severance, full severance pay benefits shall be paid to the teacher's beneficiary as stated on the group life insurance policy even if the teacher has not retired.

ISGI's will be eligible for severance pay if retiring after at least ten (10) years of full time service with the district.

## **ARTICLE XXVIII – SMOKE-FREE WORKPLACE**

There will be no smoking or the use of any tobacco products in school buildings or on school grounds. The cost of nicotine patches shall be covered by insurance or paid for by the Board.

The Board will reimburse any employee who is covered by the district health insurance program for the cost of smoking cessation materials up to a lifetime maximum of \$200. The reimbursement will be made following the presentation of original receipts to the Treasurer's Office along with a written statement verifying that the smoking cessation materials are for the district employee. Reimbursement will not be made for sales tax on said materials.

## **ARTICLE XXIX – STRS PICK-UP WITH REDUCTION**

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers Retirement System (STRS) on behalf of the individuals in the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each individual shall be the employee's contribution. The individual's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
3. No individual covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings.
5. For federal and state tax purposes, the W-2 form shall show the total amount of compensation reduced by the employee's contribution. For STRS purposes the total amount of compensation shall not be reduced.
6. STRS pick-up shall in no way affect unemployment compensation, sick leave, workers' compensation, severance pay, daily rate of pay, or any other calculation based on salary.

### **ARTICLE XXX – TAX SHELTERED ANNUITIES**

Changes may be made in tax sheltered annuities effective January 1 and July 1.

If additional restrictions to meet concerns dealing with IRS limits on tax sheltered annuities are agreed to by the Labor-Management Committee, they shall become effective upon signing by the Superintendent and Association President.

### **ARTICLE XXXI – TRANSFERS**

#### **A. Involuntary**

1. Principal Initiated: Any individual recommended for transfer to another building and/or subject area shall be personally informed by his/her principal of the rationale for this transfer. The individual will receive written notification of the transfer prior to the end of the school year.

2. The highest professional standards will be maintained in this area of individual-administrative relations. Involuntary transfers will not be used as a means of provoking the resignation of a given individual.
3. Any individual who is being assigned involuntarily to a new building and/or subject area may request a conference with the Superintendent of Schools and/or his/her designee.
4. If a bargaining unit member is transferred or reassigned between August 1 and September 30, the bargaining unit member will receive two-hundred fifty dollars (\$250) if the transfer is in or outside the building.

B. Voluntary

1. Individual Initiated: Any individual desiring a transfer or a change in supplemental duty for the next school year may request such a transfer or change by completing the appropriate form which is sent from the Superintendent's Office for this purpose. The individual will apprise the principal of his/her rationale for the requested change. Unsuccessful applicants for transfer may request a conference with the Superintendent of Schools.
2. Whenever the request for transfer within a given school building exceeds thirty percent (30%) of the number of individuals within the building, the Superintendent of Schools will initiate an investigation into the causes for such

a condition and meet with the Labor Management Committee within ten (10) days of completion of the investigation to discuss the findings.

### **ARTICLE XXXII – TUITION-FREE ATTENDANCE**

Children of members of the bargaining unit may attend the Plain Local Schools tuition-free as long as the increase in students due to this clause does not necessitate the employment of additional staff.

Admission shall only be at the beginning of the school year.

### **ARTICLE XXXIII – VACANCIES**

- A. The assignment, reassignment, and transfer of individuals is the responsibility of the Superintendent of Schools. The assignment and reassignment will be made in accordance with the needs of the schools.
1. As vacancies for positions within the bargaining unit become known, they will be sent to the principal of each building who shall be responsible for posting these notices so they are available to all individuals.
  2. All vacancies shall be posted for not less than five (5) days.
  3. No posting will be made after the last teacher day in June.
  4. The vacancies that occur after the last teacher day in June and until July 31 will be mailed to

the Association President and posted on the District web site.

5. Postings are not required for vacancies that occur during the period August 1 through September 15.
6. Lateral moves shall not normally be made during the year.
7. For the purpose of this Article, a vacancy does not occur when an individual goes on sick leave, disability leave, child-care leave, military leave, or professional study leave.
8. The Superintendent determines when a vacancy occurs and who shall fill the vacancy. No transfers will be made until all individuals have been screened, and in the Superintendent's judgment, the best individual has been selected for the position.

#### **ARTICLE XXXIV – EFFECTS OF CONTRACT**

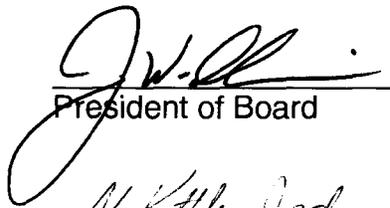
- A. The terms of this Contract shall be effective July 1, 2014 through and including June 30, 2017.
- B. If any part of this Contract is found to be in violation of Federal or State law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in effect. Should any provision become inoperative, either party may request a meeting to be held within thirty (30) days to renegotiate the provision.

- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.
- D. Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the exclusive right to make necessary decisions relevant to the conduct and management of the schools as prescribed and restricted by law. All prior negotiated agreements not contained herein shall not be binding upon the parties of this agreement. This Agreement supersedes and cancels all previous agreements or understandings, whether verbal or written, or based upon any alleged prior conduct or past practices of the parties.
- E. This Contract may be added to, deleted from, or otherwise changed only be an amendment properly signed and ratified by each party.
- F. The term "Day(s)" shall mean calendar days unless otherwise specified herein.

- G. If during the term of this agreement the board is required by law to negotiate mid-term the parties will meet to negotiate within thirty (30) days.

In the event an agreement is not reached, the board is not required to participate in the dispute resolution process prior to board action on any changes in terms and conditions of employment not contained in this agreement.

- H. Upon an elementary or a secondary school being identified for school improvement under 20 USC 6316(b), paragraph (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Employer, which shall consider that evidence before making a final response.

  
President of Board

  
For the Association

  
Treasurer

  
For the Association

  
For the Association

  
For the Association

  
For the Association

**COMPREHENSIVE COLLABORATIVE  
AGREEMENT RENEWAL**

**among the**

**Lake Local** Board of Education / Lake Local Education Association

**North Canton City** Board of Education / North Canton Education Association

**Plain Local** Board of Education / Plain Local Teachers' Association

**Jackson Local** Board of Education / Jackson Memorial Education Association

**Canton City** Board of Education / Canton Professional Educators' Association

**WHEREAS**, the above named Boards of Education and Associations desire to participate in a Comprehensive Collaborative Program(s) to offer their students enhanced educational opportunities; and

**WHEREAS**, a Collaborative Bargaining Agreement exists between each of the Boards and the respective Associations, governing various terms and conditions of employment for the district employees; and

**WHEREAS**, the institution of these programs may change and/or affect certain of these terms and conditions of employment; and

**WHEREAS**, the parties desire to change certain terms and conditions of employment to facilitate the implementation of these programs; and

**WHEREAS**, this Agreement is being entered into by the parties in accordance with the provisions of their respective

individual collective bargaining agreements, which permit the amendment and modification of those agreements;

**NOW THEREFORE**, the parties agree to the following:

1. An Oversight Committee shall be created. Each Association shall have, on the Oversight Committee, one (1) representative. Each of the Superintendents shall also be members. If an individual is unable to serve, the respective Association or Board shall name the replacement. The OEA Labor Relations Consultant for the respective Association shall be a non-voting member of the Committee.

The Committee shall meet to discuss issues and review decisions regarding any programs that are established pursuant to this Agreement. The Committee shall have the authority to tentatively agree to mid term modifications in the collective bargaining agreements between each participating Association and Board of Education. Final in-term modifications of any collective bargaining agreement shall be subject to ratification by the individual on the Oversight Committee who represents the affected Association and Board.

The Committee also may agree to in-term modifications of this Agreement. Any such modifications must be the result of a majority vote of all the Superintendents and a majority vote of all of the Association representatives on the Committee.

Any such modifications of collective bargaining agreements and/or of this Agreement, must be directly related to, and necessary to implement collaborative programs established pursuant to this Agreement.

2. A long-term non-certified instructor assigned to a Collaborative Program must begin working toward appropriate teacher certification.

Long-term shall be defined as an instructor who is employed for thirty (30) hours or more per week for more than two (2) years.

3. The remaining provisions of the individual collective bargaining agreements shall remain in effect unless otherwise changed by the terms of this Agreement or by negotiations for a successor contract between that individual Association and its respective Board of Education.
4. No member of the bargaining unit of any of the Associations will be laid off for the 1993-94 school year, due to the institution of collaborative program(s).
5. In the event that it becomes necessary to reduce the number of positions in a participating district after the 1993-94 school year, due to the establishment of implementation of a Collective Program, the following reduction and recall procedures shall apply:
  - a. If the establishment and implementation of a Collaborative Program may result in the reduction of a position in a participating school district, the proposed reduction shall first be reviewed by the Oversight Committee.
  - b. A teacher assigned to a position that is proposed for elimination, as a result of the establishment or implementation of a collaborative program, shall first exercise any right of displacement (hereinafter referred to as "bumping") he may have in his employing

school district (hereinafter referred to as the “home” district).

- c. Such teacher shall first bump a non-collaborative program teacher pursuant to the terms of the home district’s collective bargaining agreement. If the teacher cannot bump a non-collaborative program teacher, the teacher may bump a collaborative program individual employed by the teacher’s home district if the teacher possesses qualifications that are equal to the collaborative program individual. The determination as to equality of qualifications shall be made by the Superintendents on the oversight Committee after review with the entire Committee.
  
- d. If a teacher assigned to a position proposed for elimination is not able to bump a teacher in his home district, the teacher shall be placed on a recall list in all his areas of certification in all the school districts that are participating in this Agreement. The teacher shall be placed on the recall lists in accordance with his seniority.

For purposes of this Agreement, seniority shall be defined as the teacher’s length of continuous service from his initial date of hire with his home district. Approved leaves of absence granted a teacher shall not cause a break in continuous service for purposes of determining seniority under this Agreement. However, such leaves of absence shall not be counted toward continuous years of service for seniority purposes under this Agreement.

- e. If a teacher is recalled by a participating district, other than his home district, he shall be given the same credit for years of service for salary schedule and seniority purposes as if he were recalled by his home district.

Such teacher shall be assigned to (employed by) the recalling district only until such time as his home district has an opening for which the teacher is eligible. When such an opening occurs, the teacher will be assigned to (re-employed by) his home district with no break in seniority and with placement on the home district's salary schedule for all years of service in his home district, and all years of service, or fractions thereof, in the district to which he was originally recalled.

- f. If the district recalling the teacher and the recalled teacher agree that the teacher should remain an employee of the recalling district, the teacher's home district shall be so advised and the teacher shall be considered an employee of the recalling district. Such teacher shall relinquish his employment rights in his home district. Other than for salary schedule purposes, the teacher's seniority in his home district shall not be carried to the recalling school district.
- g. After all "bumping" has occurred under this section, the individuals that are to be reduced shall be accorded the same recall rights as identified herein.
- h. The recall list under this Section shall be maintained for three (3) years and shall survive

the expiration of this Agreement or any collective bargaining agreement between an Association and an employing board of education.

6. A procedure will be developed to solicit ideas and suggestions on potential collaborative programs from teachers in each of the districts. Once programs have been selected, appropriate staff will be involved in the development of the program(s). These procedures will be reviewed with the Oversight Committee.
7. Management retains the right to select staff for the Collaborative Programs under the following guidelines:
  - a. Prior to posting, management will determine qualifications for the position.
  - b. Vacancies shall be announced, in writing, to the districts' staff and held open for at least five (5) weekdays. The five (5) day waiting period may be waived by a majority vote of the Superintendents where, due to unusual circumstances, a delay in filing a position might have a detrimental effect on the program.
  - c. All qualifications being equal, a currently employed certified member shall be assigned over a certified individual not currently employed by one of the districts or a non-certified employee.
  - d. Prior to staffing assignments, the Oversight Committee will meet and management will review proposed assignments and the rationale for such. The final decision on staff

assignments and qualifications rests with management.

8. Certified individuals who are proposed for hire into a collaborative program, and who are not employees of a participating school district, shall be hired by, and become employees of, a participating district.
9. Evaluation of teachers in this program shall be done by an individual(s) employed by one of the districts who is a party to this Agreement. The evaluator must be qualified to evaluate under 3319.111 O.R.C. The evaluation procedure shall be reviewed and approved by the Oversight Committee.
10. Length of year, day and evaluation procedures may vary for teachers assigned to a Collaborative Program(s) from that contained in their home district's collective bargaining agreement. Such decisions may be reviewed by the Oversight Committee.
11. The expiration of the collective bargaining agreement of any party to this Agreement shall not affect the terms and duration of this Agreement.
12. The existence of this Agreement shall not act as a contract bar under 4117.18 (C) to any Association exercising their rights under 4117.14 (D) (2).
13. If an Association, who is a party to this Agreement, exercises its right under 4117.14 (D)(2), members of that bargaining unit assigned to collaborative programs under this Agreement shall perform their assigned duties for that program(s).
14. All alleged violation, misinterpretation, misapplication and/or dispute arising under this Agreement shall be

resolved using binding expedited arbitration. The parties agree to permanent arbitrator Robert Stein. The parties will not be under the auspices of the American Arbitration Association, but shall abide by their rules. The cost of the arbitrator shall be borne equally by the parties to this Agreement.

In the event Robert Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized.

The decision to arbitrate an issue shall be made by a majority vote of the Association Presidents, if the moving party is the Association(s) and by a majority vote of the Superintendents if the moving party is the Board(s).

15. New parties may be added to this Agreement upon approval of a three-fourths (3/4) vote of the voting members of the Oversight Committee.

The Superintendent of the new district shall be a member of the Oversight Committee. The Association representative from the new district shall be nominated by the Association subject to approval by majority vote of the Association representatives on the Oversight Committee.

The OEA Labor Relations Consultant for the new Association shall be a non-voting member of the Committee.

16. The duration of this Agreement shall be from July 1, 2014 through and including June 30, 2017. The terms of paragraph 5. h. shall be in effect as long as

individuals remain on the recall list for the three (3) year period.



**PLAIN LOCAL TEACHERS'  
ASSOCIATION**

# Constitution and By-Laws

Revised October 9, 2008

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**PLAIN TEACHERS' ASSOCIATION  
CONSTITUTION AND BYLAWS**

(Stark County, Ohio)  
Revised 5/18/95  
October 9, 2008

**CONSTITUTION OF THE ASSOCIATION**

**PREAMBLE**

We, the members of the Plain Local Teachers' Association, in order that the Association may serve as spokesperson for teaching employees in the Plain Local School District, advance the cause of education for all individuals, promote professional excellence among educators, promote recognition of the basic importance of the professional educator in the learning process, protect the rights of educators, advance their interests and welfare, secure professional autonomy, unite educators for effective citizenship, promote and protect human civil rights, and obtain for its members the benefits of an independent, United Education Profession, do hereby adopt this Constitution.

**ARTICLE I  
NAME AND AUTHORITIES FOR GOVERNANCE**

- Section 1. Name. The name of this organization shall be the Plain Local Teachers' Association, hereinafter called the Association.
- Section 2. Governance. The Association shall be governed by the Constitution, the By-laws, Roberts' Rules of Order, and such other actions as the Representative Assembly and

Executive Committee may take consistent therewith.

## **ARTICLE II MEMBERSHIP**

- Section 1. A. Membership in the Association shall be composed of all certificated, non-supervisory personnel, both full and part-time; including Individual Small Group Instructors; employed under contract, or on leave; except substitutes, hourly employees, those hired on a per diem basis and those employees excluded under 4117.01(c) 1-14 ORC, upon payment of dues.
- B. Members shall adhere to the Code of Ethics of the Education Profession. (see addendum)
- C. An application for membership shall be subject to review, by the Executive Committee.
- D. The Association shall not deny membership to individuals on the basis of race, creed, national origin, or sex.
- Section 2. Property Interest of Members. All rights, title, and interest, both legal and equitable, of a member in and to the property of the Association shall end upon termination of his/her membership.

**ARTICLE III  
REPRESENTATIVE ASSEMBLY**

- Section 1. Representative Assembly. There shall be a Representative Assembly.
- Section 2. Composition. The Representative Assembly shall be composed of the Executive Committee and Building Representatives.
- Section 3. Function. The Representative Assembly shall be the governing body of the Association between the general membership meetings and shall perform such functions as stipulated in the By-laws.
- Section 4. Meetings.
- A. The Representative Assembly shall meet at least monthly except during the months of June, July, August and December.
  - B. A meeting of the Representative Assembly may be called by the President and/or three (3) members of the Executive Committee and/or seven (7) members of the Representative Assembly.

**ARTICLE IV  
OFFICERS, EXECUTIVE COMMITTEE,**

- Section 1. Officers. The Officers of the Association shall be President, Vice-President, Secretary, and Treasurer.

Section 2. Executive Committee.

- A. The Executive Committee shall be composed of the Officers, Delegate to the Board of Education, and three (3) Representatives At-Large, one (1) from each level (Elementary, Middle School, High School) elected by the membership.
- B. The Immediate past President shall serve on the Executive Committee for a term of one (1) year succeeding the election of a successor.
- C. Ethnic-minority representation shall be guaranteed at least proportional to the Association ethnic-minority membership.

Section 3. Qualifications of Officers.

- A. All officers shall have been members of the Association for at least the two (2) years prior to their election.

Section 4. Powers and Duties of the President. The President shall, in accordance with the Bylaws:

- A. represent the Association as spokesperson on matters of policy, or at his/her discretion, assign responsibility for such representation.
- B. cause to be prepared the agenda for the governing bodies of the Association and the program for any general membership meeting of the Association,

in consultation with the Executive Committee.

- C. appoint all chairpersons of the standing committees of the Association with the approval of the Executive Committee.
- D. appoint ad hoc committees, with the approval of the Executive Committee.
- E. serve as an ex-officio member on all committees, but shall not vote.
- F. review Association policies and recommend priorities to be considered by the Representative Assembly.
- G. meet with the Executive Committee prior to all meetings of the Representative Assembly and at other times she/he deems necessary.
- H. preside over sessions of the Executive Committee and the Representative Assembly and shall vote.
- I. be a member of the Labor/Management Committee.
- J. meet with and secure approval of the majority of the Executive Committee and Representative Assembly regarding any proposed adjustments to the terms and conditions of employment covered in the collective bargaining contract, where the contract specifically permits the

Association president to make adjustments to the contract.

Section 5. Length of Terms. The terms of the Executive Committee shall be for two (2) years beginning May 1 following their election. The Executive Committee shall remain in office through April 30 of the year in which successors are elected.

Section 6. Succession and Vacancies. Vacancies occurring by reason of death, resignation, incapacity, judgment of recall, or other disqualification shall be filled as follows:

- A. A vacancy in the office of President shall be filled by the Vice-President who shall complete the unexpired term.
- B. A vacancy in the term of Vice-President, Secretary, Treasurer, Delegate to the Board, Representatives-At-Large, or Professional Assistance and Review Committee member shall be filled by an appointment of the President with approval of two-thirds (2/3) of the Representative Assembly.
- C. In the event vacancies in the office of both the President and the Vice-President occur, the Representative Assembly shall, by a two-thirds (2/3) vote, elect a member of the Executive Committee to assume the responsibilities of the President until an election can be held to fill the vacancy.

- D. If an election must be held to fill the vacancy, the person elected shall take office upon validation of the election by the Representative Assembly and complete the unexpired term.
- E. The election for the unexpired term of the President shall be held within sixty (60) days of the vacancy.

Section 7. Recall.

- A. A member of the Executive Committee or Professional Assistance and Review Committee may be recalled for violation of the Code of Ethics of the Education Profession; for misfeasance, malfeasance, or nonfeasance in duty.
- B. Proceedings against the member may be initiated by written petition, listing the specific charge(s), and presented to the Executive Committee to be placed upon the agenda of the next Representative Assembly meeting.
- C. A petition against the member must be signed by:
  - 1) one hundred (100) members of the Association or
  - 2) ten (10) members of the Representative Assembly

- D. An affirmative two-thirds (2/3) vote of the Representative Assembly shall be required to order a recall hearing on the charge(s).
- E. The Grievance Committee shall hold the hearing within fifteen (15) days and a majority vote of the Committee shall be required to sustain the charge(s), recall the member, and declare the position vacant.

**ARTICLE V**  
**AMENDING the CONSTITUTION**

Section 1. Proposal of an Amendment. An amendment(s) to the Constitution may be proposed by one or more of the following:

- A. a majority vote of the Constitution Committee or
- B. a majority vote of the Executive Committee or
- C. a petition signed by at least ten (10) members of the Representative Assembly or
- D. a petition signed by at least fifty (50) members of the Association.

Section 2. Amendment of the Constitution.

- A. The proposed amendment(s) to the Constitution shall be presented in writing to the Constitution Committee and read by title to the Representative Assembly. Provided that the other requirements of this Article have been met, it will then be voted on at the following Representative Assembly.
- B. The text of the proposed amendment(s) shall be given to all Association members at least seven (7) days prior to its consideration.
- C. The proposed amendment to the Constitution may be debated, refined, and/or amended by the Representative Assembly succeeding the Representative Assembly at which it was presented.
- D. The Constitution may then be amended by a two-thirds (2/3) vote of the Representative Assembly.

Section 3. Voting on an Amendment.

- A. Voting on the proposed amendment(s) to the Constitution shall be by secret ballot.
- B. An amendment shall take effect immediately following adoption unless an effective date is specified in the amendment.

Section 4. Withdrawal of a Proposed Amendment. A majority of the body or petitioners may withdraw their proposed amendment(s) by written request to the Constitution Committee and approval of the Representative Assembly.

### **BY-LAWS OF THE ASSOCIATION**

#### 1. EDUCATORS' BILL OF RIGHTS

1-1. Proclamation. Believing that certain rights of educators are derived from fundamental freedoms that must be universally recognized and respected, the Plain Local Teachers' Association endorses the O.E.A. Educators' Bill of Rights.

1-2. Rights as a Professional As a member of his/her profession, the educator has the right to:

- A. be licensed under professional and ethical standards established, maintained, and enforced by his/her profession.
- B. maintain and improve his/her professional competence.
- C. exercise his/her professional judgment in presenting, interpreting, and criticizing information and ideas, including controversial issues.
- D. influence effectively the formulation of policies and procedures which affect his/her professional services, including: curriculum, teaching materials, methods of instruction, and school-community relations.

- E. exercise his/her professional judgment in the use of teaching methods and materials appropriate to the needs, interests, capacities, and the linguistic and cultural background of each student.
  - F. safeguard information obtained in the course of professional service.
  - G. work in an atmosphere conducive to learning including the use of reasonable means to preserve the learning environment and to protect the health and safety of his/her students, him/herself, and others.
  - H. express publicly his/her views on matters affecting education.
  - I. attend and address legal governing bodies and to be afforded access to their minutes when official action may affect his/her professional concerns.
- 1-3. Rights as an Employee. As an employee, the educator has the right to:
- A. seek and be fairly considered for any position commensurate with his/her qualifications.
  - B. retain his/her employment in the absence of a showing of just cause for dismissal or non-renewal through fair and impartial proceedings.
  - C. be fully informed in writing of rules, regulations, terms and conditions affecting his/her employment.

- D. have conditions of employment in which his/her health, security, and property are adequately protected.
- E. influence effectively the development and application of evaluation procedures.
- F. have access to all written materials in his/her personnel file except documents entered prior to original employment, to have documents entered prior to original employment, to have documents placed in his/her personnel file to rebut derogatory information, and to have removed false or unfair materials through a clearly defined process.
- G. be free from arbitrary, capricious, or discriminatory actions affecting the terms and conditions of his/her employment.
- H. be advised promptly in writing of the specific reasons for any actions which might affect his/her employment.
- I. be afforded due process through the fair and impartial hearing of grievances, including binding arbitration as a means of resolving disputes.
- J. be free from interference to form or join employee organizations, to bargain collectively through representatives of his/her own choosing, and to engage in other concerted activities, including those supporting other District employees, for the purpose of collective bargaining or other mutual aid or protection.

- K. withdraw services when reasonable procedures to resolve impasse have been exhausted.

## 2. MEMBERSHIP

### 2-1. Eligibility

- A. Membership shall be open to any person permitted by the Constitution and who agrees to adhere to the Code of Ethics of the Education Profession.
- B. Eligibility for membership shall terminate October 1 for individuals who are employed as of September 1. Eligibility for individuals employed after September 1 shall terminate thirty (30) days from the date of their employment.
- C. Active membership in the Association shall be unified with the National (NEA), State (OEA), District (ECOEA), and Local (PLTA) – (United Education Profession).

### 2-2. Rights and Limitations

- A. Building and general membership meetings shall be open only to Association members.
- B. The right to vote and to hold elected office or appointed position shall be limited to Association members.
- C. The right to vote on a tentative contract agreement shall be limited to Association members.

- D. All members of the Association shall be eligible for United Education Profession services, assistance in the protection of professional and civil rights, and the receiving of reports and publications of the United Education Profession.
  - E. Membership shall be terminated for cause by a simple majority of the Executive Committee.
- 2-3. Membership Year. The membership year shall be from September 1 through August 31.
- 2-4. Membership Dues. Annual United Education Profession dues shall be established by the respective Association. Annual PLTA dues shall be twenty-five dollars (\$25.00). Persons shall pay full membership dues regardless of the date membership becomes effective.
- 2-5. Dues Transmittal. The Association Treasurer shall establish the procedure for transmitting dues to the affiliates (NEA, OEA, ECOEA) with the Secretary-Treasurer of the OEA.
- 2-6. General Membership Meetings.
- A. General membership meetings will be called for the purpose of explaining a tentative contract agreement or other Association business.
  - B. General membership meetings shall be called by the Executive Committee or by petition signed by twenty percent (20%) of the members, with as much notice as possible given to the members.

- C. Business at a general membership meeting shall be conducted by a simple majority of the members present and voting.
- D. Membership shall be given a copy of a tentative contract agreement at least three (3) working days prior to voting. If a copy of a tentative contract agreement is given to members at a general membership meeting, voting shall be held in the buildings three (3) working days later.
- E. Section "D" may be suspended by a simple majority vote of those present.

3. REPRESENTATIVE ASSEMBLY

3-1. Functions. The Representative Assembly shall:

- A. establish Association policies and objectives
- B. establish local Association dues.
- C. amend the Constitution and By-laws as provided herein.
- D. adopt the rules and agenda governing its meetings.
- E. enact such other measures as may be necessary to achieve the goals and objectives of the Association which are not in conflict with the Constitution and By-laws.
- F. establish a simple majority of the Representative Assembly as a quorum.

3-2. Allocation of Building Representatives.

- A. Allocation of Building Representatives shall be in the ratio of one (1) representative for each twenty (20) members of the Association or fraction thereof in each building during the previous year.
- B. There shall be representation on the Representative Assembly of ethnic-minorities at least proportionate to the ethnic-minority membership in this Association.

3-3. Recall of a Building Representative.

- A. A Building Representative may be recalled for violation of the Code of Ethics of the Education Profession for misfeasance, malfeasance, or nonfeasance in duty.
- B. A petition against a Building Representative must be signed by:
  - 1) Twenty-five percent (25%) of the members of the building or
  - 2) seven (7) members of the Representative Assembly.
- C. An affirmative two-thirds (2/3) vote of the Representative Assembly shall be required to order a recall hearing on the charge(s).
- D. The Grievance Committee shall hold the hearing within fifteen (15) days and majority vote of the Committee shall be required to sustain the charge(s), recall the Building

Representative, and declare the position vacant.

3-4. Executive Committee members shall be voting members of the Representative Assembly.

3-5. Each member of the Representative Assembly shall maintain all materials pertaining to his/her term of office. All materials shall be forwarded to the newly elected person.

4. EXECUTIVE COMMITTEE The Executive Committee shall:

4-1. meet prior to all Representative Assembly meetings.

4-2. approve the agenda for all Representative Assembly meetings prior to the meetings.

4-3. hear all committee reports.

4-4. carry out all business as directed by the Representative Assembly.

4-5. act for the Association according to its guidelines between Representative Assembly meetings.

5. OFFICERS

5-1. President. The President shall receive a stipend of fourteen hundred dollars (\$1400.00) effective 2009-2010 school year.

5-2. Vice-President The Vice-President shall:

A. preside in the absence of the President

- B. be the alternate Delegate to the Board of Education
- C. maintain a copy of Robert's Rules of Order and have same available at all Executive Committee and Representative Assembly meetings.
- D. perform other duties as may be assigned by the President.
- E. be a member of the Labor/Management Committee.
- F. receive a stipend of seven hundred dollars (\$700.00) effective 2009-2010 school year.

5-3. Secretary. The Secretary shall:

- A. record and keep the minutes of Executive Committee and Representative Assembly meetings. Copies of the minutes of the Executive Committee meetings shall be made for members of the Executive Committee. Copies of the minutes of the Representative Assembly meetings shall be made for members of the Representative Assembly.
- B. provide copies of the Representative Assembly meeting agenda to all participants, prior to the meeting.
- C. perform other duties as may be assigned by the President.
- D. receive a stipend of seven hundred dollars (\$700.00) effective 2009-2010 school year.

- E. handle all correspondence for the Association as requested by the Executive Committee and/or Representative Assembly.

5-4. Treasurer. The Treasurer shall:

- A. receive all monies belonging to the Association.
- B. make payments when authorized by the President and/or Executive Committee.
- C. keep on file a current list of the names, addresses, and telephone numbers of all members (directory).
- D. keep an itemized account of all receipts and expenditures and make a report at each Representative Assembly meeting.
- E. appoint an in-house auditing committee with the approval of the Executive Committee, perform an audit of the previous fiscal year, and report findings in October to the Representative Assembly.
- F. affirm the fiscal year of the Association as September 1<sup>st</sup> through August 31<sup>st</sup>.
- G. perform other duties as may be assigned by the President.
- H. receive a stipend of seven hundred dollars (\$700.00) effective 2009-2010 school year.

- 5-5. The Immediate Past President. The Immediate Past President shall:
- A. serve on the Executive Committee for a term of one (1) year succeeding the election of a successor.
  - B. receive a stipend of one hundred dollars (\$100.00) effective 1989-1990 school year.
6. DELEGATE TO THE BOARD OF EDUCATION The Delegate to the Board of Education shall:
- 6-1. attend all meetings of the Plain Local Board of Education
  - 6-2. report all actions taken by the Board to the Representative Assembly at its meetings.
  - 6-3. receive a stipend of four hundred dollars (\$400.00) effective 2009-2010 school year.
7. REPRESENTATIVES AT-LARGE Representative At-Large shall:
- 7-1. attend all meetings of the Executive Committee and the Representative Assembly.
  - 7-2. consult with the Building Representatives of his/her respective level in regards to matters to be brought before the Executive Committee.
  - 7-3. present to the Executive Committee all matters referred to him/her by any building representative from his/her respective level.

- 7-4. assure to the Executive Committee that Building Representatives at his/her respective level are conducting monthly Association meetings.
- 7-5. receive a stipend of two hundred fifty dollars (\$200.00) effective 2009-2010 school year.
8. BUILDING REPRESENTATIVES The Building Representative shall:
  - 8-1. attend all meetings of the Representative Assembly.
  - 8-2. appoint an alternate if unable to attend a meeting of the Representative Assembly.
  - 8-3. report monthly all action taken by the representative Assembly to the members he/she represents in a building meeting.
  - 8-4. be responsible for conveying a Building Representative's report from information garnered from his/her members.
  - 8-5. be a member of the Membership Committee
  - 8-6. issue and collect all membership forms and dues according to the directives of the Membership Chair.
  - 8-7. be a member of the Election Committee and be responsible for the issuing collecting, and counting of ballots in his/her respective building, and submit all ballots and a tally to the Chair of the Elections Committee.
  - 8-8. enforce the negotiated contract.
  - 8-9. immediately notify the President and/or Grievance Chair of any meeting between an

administrator/evaluator and a member of the Association in which the Building Representatives serves as an observer or a participant.

- 8-10. conduct an Funds for Children and Public Education (FCPE) drive.
- 8-11. maintain an Association bulletin board.
- 8-12. distribute all Association newsletters and special reports.
- 8-13. help assist new members.
- 8-14. be an advocate of the United Education Profession.
- 8-15. receive ten dollars (\$10.00) for each Representative Assembly attended from May through March. Effective May 1, 2009.

9. ELECTIONS

9-1. Candidates for Election. All candidates for any office shall be members of the National Education Association, Ohio Education Association, East Central Ohio Education Association and Plain Local Teachers' Association.

9-2. Nomination of Candidates

- A. A candidate shall submit a letter of intent and a list of qualifications to the Chair of the Nominating Committee by March 15.
- B. A candidate may be placed in nomination by the Nominating committee with the consent of the individual.

- C. A candidate may be placed in nomination from the floor at the Representative Assembly with the consent of the individual.
- D. Positions to be elected shall include:
  - President
  - Vice President
  - Secretary
  - Treasurer
  - High School Rep-at-Large
  - Middle School Rep-at-Large
  - Elementary Rep-at-Large
  - Delegate to the Board
  - Building Reps
    - East side schools on odd years only
    - West side schools on even years only

9-3. Nominating Committee

- A. The President, with the approval of the Executive Committee, shall appoint a Nominating Committee Chair and a Committee of four (4) members.
- B. The Nominating Committee shall:
  - (1) make every endeavor to prepare a slate of no less than two (2) candidates for each position.
  - (2) report the slate of candidates to the Executive Committee to be placed on the agenda for the Representative Assembly.

- (3) present the adopted slate of candidates to the Elections Committee Chair.

9-4. ELECTIONS COMMITTEE

- A. The President, with the approval of the Executive Committee, shall appoint an Elections Committee Chair and an Elections Committee of two (2) members.
- B. The Elections Committee shall:
  - (1) prepare all official ballots.
  - (2) set the date of all elections prior to May 1.
  - (3) prepare and circulate copies of candidate qualifications to the Building Representatives to be posted in all teachers' lounges.
  - (4) assure that every member of the Association shall receive a ballot for the election of persons seeking office.
  - (5) instruct the building Representative as to the distribution, voting, collection, and tabulation of all ballots.
  - (6) tabulate, certify, and report all election results to the Executive Committee.
  - (7) conduct all elections and ratification of collective bargaining agreements in accordance with the guidelines set forth in the OEA Elections Manual.

- C. Plurality rule shall apply in all elections.
- D. Election of Executive Committee shall be conducted by secret ballot in each building during one (1) school day designated by the Election Committee.
- E. All marked, unmarked, and voided ballots, and all other records pertaining to the election of the Executive Committee of this Association, and OEA and NEA delegates and alternates, shall be preserved for one year from the date the election was held. Such ballots and other records shall be made available to OEA officers upon request for inspection and examination.

9-5. Terms of Offices.

- A. Executive Committee – Members of the Executive Committee, and the Immediate Past President, shall be elected for a two (2) year term in the odd-numbered years. Terms shall begin May 1 following their election and end April 30 in the year in which successors are elected.
- B. Building Representatives
  - (1) Building Representatives for the West Side of the District shall be elected for a two (2) year term in the even numbered years. Terms shall begin May 1 following their election and end April 30 of the year in which successors are elected. The West Side of the District shall consist of Glenwood Middle

School, Avondale Elementary, Taft Elementary, Frazer Elementary, and Day Kindergarten Center.

- (2) Building Representatives for the East Side of the District shall be elected for a two (2) year term in the odd numbered years. Terms shall begin May 1 following their election and end April 30 of the year in which successors are elected. The East Side of the District shall consist of GlenOak High School, Oakwood Middle School, Middlebranch Elementary, Warstler Elementary, Barr Elementary, and Plain Center Kindergarten Center.

C. Professional Assistance Review Committee Members:

Six (6) teachers will be elected to the Professional Assistance Review Committee at each grade level. All elected terms shall be three (3) years on a rotating basis. Beginning with the 2001 – 2002 school year the cycle shall be as follows:

1. High School / Middle School (elected April 2008).
2. Elementary School / Middle School (elected 2009).
3. Elementary School / High School (elected 2010).

10. STANDING COMMITTEES

10-1. The president shall appoint the Chair of each of the following Standing Committees with the approval of the Executive Committee. Each appointment shall be for a two (2) year term.

- A. Funds for Children and Public Education (FCPE)
- B. Communications
- C. Membership
- D. Negotiations
- E. Grievance
- F. Constitution
- G. Scholarship
- H. Labor/Management
- I. Professional Assistance and Review Committee (PARC)

- 1) Composed of eleven (11) members: six (6) elected Association members and five (5) persons named by the Superintendent.

The purposes of PARC include but are not limited to:

- a) the approval of Individual Professional Development Plans.

- b) the determination of directed or self-directed professional development/ evaluation.
  - c) the review of all evaluations and the reporting of results to the Superintendent.
  - d) selecting peer consultants
  - e) overseeing the activities and assignments of peer consultants.
2. Chairmanship of PARC is alternated between an Association member and an appointee of the Superintendent.
  3. Association members who wish to run for a PARC position must complete training in the professional development evaluation process based on the Professional Practice Framework.
  4. The six (6) teachers elected to PARC will be designated equally to the three grade levels (high school, middle school, elementary school) – two per grade level.

10-2. Standing Committee Chair.

A. The Chair of a Standing Committee shall:

- (1) appoint members to that Committee with the approval of the Executive Committee. Every endeavor shall be

made to achieve representation from the Elementary, Middle, and High Schools.

(2) schedule meetings to fulfill the responsibilities of the Committee.

(3) report to the Executive Committee.

B. Chair of Communications Committee shall receive a stipend of four hundred dollars (\$400.00) effective 2008-09 school year.

10-3. Duties of the Standing Committee

A. Funds for Children in Public Education (FCPE)  
- The FCPE shall:

(1) inform members of local, state and national legislation affecting the profession.

(2) participate in NEA/OEA/FCPE.

(3) maintain a good relationship with elected officials.

(4) administer Fund for Children in Public Education (FCPE) fundraising activities.

(5) strive for member education of and participation in the political process.

B. Communication Committee –  
The Communications Committee shall:

(1) prepare and distribute all Association publications, including those distributed

electronically, as directed by the President and/or the Executive Committee.

- (2) make known the services offered by the OEA Division of Communications to the Executive Committee.

C. Membership Committee – The Membership Committee shall:

- (1) plan and promote an annual campaign for membership in the United Education Profession.
- (2) compile a current list of all members' names, addresses, and phone numbers, and shall present a copy of such list to the Secretary and Treasurer.

D. Negotiations Committee – The Negotiations Committee shall:

- (1) be responsible to negotiate all matters pertaining to wages, hours, or terms and other conditions of employment, and for the continuation, modification, or deletion of an existing provision of the contract.
- (2) survey the members to establish items of concern.
- (3) establish priority items for negotiations.
- (4) write initial proposals.

- (5) seek professional training in negotiations.

E. The Negotiations Team – The Negotiations Team shall:

- (1) be comprised of the Consultant, and four (4) members of the Negotiations Committee appointed by the Chair with the approval of the Executive Committee.
- (2) be responsible for submitting the Committee's initial proposals to the Board of Education, caucusing with the Committee, and making counter-proposals.
- (3) be responsible to seek a tentative agreement with the Board of Education.
- (4) explain the tentative contract agreement to Association members.

F. Grievance Committee – The Grievance Committee shall assist any member with a contract matter.

G. Constitution Committee – The Constitution Committee shall:

- (1) propose any amendment that the Committee feels is necessary
- (2) receive written proposed amendments to the Constitution and By-laws.

- (3) write or format such amendments in constitutional language.
- (4) present amendments to the Executive Committee for their placement on the agenda of the Representative Assembly.

H. Scholarship Committee – The Scholarship Committee shall:

- (1) select a recipient of the Plain Local Teachers' Association Scholarship
- (2) report the selection to the Executive Committee.
- (3) present the award and a plaque to the recipient at the GlenOak High School Senior Awards Assembly.

I. The Labor/Management Committee shall:

- (1) meet with Central Office Administration at least monthly to discuss matters pertaining to the relationship between the Association and the Board.
- (2) seek to settle claims of alleged violations, misinterpretations, miscommunication or misapplication of the contract or board policy or other professional matters at this level.
- (3) seek to maintain an on-going, open and honest line of communication between the parties.

(4) report results of such meeting to R.A. monthly.

J. Each member of the Standing Committee shall be entitled to receive ten dollars (\$10.00) for each meeting attended.

11. AFFILIATIONS

11-1. The Association shall affiliate with the NEA, OEA, and ECOEA.

11-2. The Association shall affiliate with any other organization that seeks to achieve the goals of the Association.

12. AMENDING THE BY-LAWS

12-1. The proposed amendment(s) to the By-laws shall be presented in writing to the Constitution Committee.

12-2. The Constitution Committee shall report the proposed amendment(s) to the Executive Committee for placement on the agenda of the Representative Assembly.

12-3. A text of the proposed amendment(s) shall be provided to each member of the Representative Assembly.

12-4. The proposed amendment may be debated, refined, and/or amended prior to voting by the Representative Assembly.

12-5. The Representative Assembly shall vote on the proposed amendment by secret ballot.

- 12-6. The By-laws may be amended by a two-thirds (2/3) majority of the Representative Assembly of those present and voting.
- 12-7. Amendments to the By-laws shall take effect immediately following adoption unless an effective date is specified in the amendment.

## **ADDENDUM TO THE CONSTITUTION**

### **CODE OF ETHICS OF THE EDUCATION PROFESSION**

Adopted by the NEA Representative Assembly, July 1975

#### **PREAMBLE**

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

#### **PRINCIPLE I**

##### **COMMITMENT TO THE STUDENT**

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The

educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not reasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family social or cultural background, or sexual orientation unfairly:
  - a. Exclude any student from participation in any program;
  - b. Deny benefits to any student;
  - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.

8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

## PRINCIPLE II COMMITMENT TO THE PROFESSION

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

PROVISIONS FOR NATIONAL ENFORCEMENT  
CONSTITUTION, NATIONAL EDUCATION ASSOCIATION

ARTICLE VII, Section 2. a. The Review Board shall have original jurisdiction in the following cases:

1. Impeachment of an officer who is a member of the Executive Committee;
2. Alleged violations of the Code of Ethics of the Education Profession.

ARTICLE VII, Section 2. b. The Review Board shall have the following powers subject to the conditions as herein outlined:

1. To impeach an officer. The officer shall have the right to appeal to the Board of Directors;

2. To censure, suspend, or expel a member for violation of the Code of Ethics of the Education Profession. The member shall have the right to appeal to the Executive Committee on procedural grounds only.
3. To vacate censure, lift suspension, or reinstate a member

ARTICLE VII, Section 4. The Review Board shall establish its rules of procedure with the approval of the Board of Directors. Due process must be guaranteed in all its proceedings.

ADHERENCE TO THE CODE  
CONSTITUTION, NATIONAL EDUCATION ASSOCIATION

ARTICLE II, Section 2. b. Members engaged in teaching or in other educational work shall adhere to the Code of Ethics of the Education Profession.

ARTICLE IV, Section 6. Executive officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession.

ARTICLE VI, Section 4. Officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession.

ARTICLE VII, Section 5. a. Members of the Review Board may be impeached (by Executive Committee) for violation of the Code of Ethics of the Education Profession.

## NOTES

## NOTES