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MASTER AGREEMENT

BETWEEN

Minster Board of Education
and
Minster Teachers' Association

Effective July 1, 2014

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ARTICLE 1

STATEMENT OF PRINCIPLES

1.1 The Board of Education of the Minster Local School District together with the Minster Teachers' Association recognizes that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires, for its effective discharge, cooperation between the Board, the Superintendent, administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunities for all pupils, results of scientific investigation, evaluation of experimental efforts, or the analysis of effective instructional programs should be used to determine what is best for the education of pupils. Therefore, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling. Thus, the Association subscribes to the current Code of Ethics of the Education Profession as adopted by the National Education Association and Ohio Education Association.

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

1.3 It is the purpose of this document to establish this relationship between the Board of Education and the Minster Teachers' Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern. Thus, the parties do hereby agree as follows:

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RECOGNITION

2.1 RECOGNITION OF ASSOCIATION

2.1.1 The Minster Board of Education hereinafter called the "Employer," hereby recognizes the Minster Teachers' Association/OEA/NEA, hereinafter called the "Association," as the sole and exclusive representative of all regular certified teaching personnel for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

2.2 RECOGNITION OF SUPERINTENDENT

2.2.1 The Board of Education recognizes the school Superintendent as its chief executive officer and the person to whom it looks for educational leadership. It shall be the function of the Superintendent and the Board or their designated representatives to meet in accordance with established procedure with representatives of the Association in an effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiation.

2.3 SEVERABILITY

2.3.1 In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the terms and conditions of this Agreement shall prevail as to that provision, except as may be provided by ORC 4117.10(A).

2.3.2 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of the Agreement, the parties may request to meet and negotiate any invalid provision of the Agreement. The request to meet and negotiate will be honored within sixty (60) calendar days unless the number of days is increased through mutual agreement.

2.4 ASSOCIATION DUES DEDUCTIONS

2.4.1 Teachers may authorize payroll deductions on the scheduled teacher workday prior to the beginning of each school year for professional dues to be deducted in twenty-four (24) equal payments, two (2) per month, commencing with the first pay period. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deductions is normally deducted after the error has been called to its

attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedures. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

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

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DEFINITIONS

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3.1 Employer - The Minster Board of Education

3.2 Employee: Persons holding a regular certified teaching position by appointment or employment in the service of the Minster Board of Education.

3.3 Bargaining Unit

3.3.1 The bargaining unit shall include all regular certified teaching personnel employed by the Minster Board of Education excluding administrative management level employees, supervisory employees, confidential employees, classified employees, and substitute teachers. It is also recognized that the Minster Teachers' Association will be the bargaining unit for future regular Certified teaching personnel that are employed during the life of this contract.

3.3.2 Groups not included in this bargaining unit:

a. Confidential employees - An employee who:
   (1) Works in the personnel offices of a public employer, and
   (2) Deals with information to be used by the employer in collective bargaining, or
   (3) Works in a close continuing relationship with the public officers or representatives directly participating in collective bargaining on behalf of the employer.

b. Management Level Employee - An individual who formulates and implements policy on behalf of the employer or who may reasonably be required on behalf of the employer to assist in the preparation for negotiations, administer negotiated agreements, or have a major role in personnel administration.

c. Supervisor - A person who has the authority to:
   (1) Hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other public employees.
   (2) Responsibly direct other public employees.
   (3) Adjust or recommend to adjust grievance.
   (4) Use authority which requires the use of independent judgment.

Restrictions to the definition of supervisor

a. School district employees who are Department Chairman or Consulting Teachers may not be deemed supervisor.
b. No teacher shall be designated as a supervisor or management level employee unless he/she possesses an administrative certificate and is assigned to a position for which an administrative certificate is required.
c. Students working as part-time employees twenty (20) hours per week or less, less than fifty (50) percent of the normal work week in the employee's bargaining unit, whichever is less.
d. Classified (non-certified) employees.
e. Substitute teachers.

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3.4 Exclusive Representative - The Minster Teachers' Association. It is recognized that The MTA is an affiliate of OEA and NEA.

3.5 Classified Employee - An individual employed as non-certified personnel. These employees include clerical, secretarial, custodial, bus drivers, cafeteria workers (cooks, head cooks), part-time non-professional employees, clerks, teacher-aides, employees not defined as regular certified teaching personnel.

3.6 To Bargain Collectively

1. Negotiate in good faith.
2. At reasonable times and places.
3. With respect to wages, hours, terms or any other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement or to resolve questions arising under the agreement.
4. With the intention of reaching an agreement or to resolving questions arising under the agreement.
5. Must execute a written contract incorporating the terms of any agreement reached.
6. Does not require concessions nor does it require that the parties agree to a proposal.

3.7 Wages - Hourly rates of pay, salaries, or other compensation for services rendered.

3.8 Day: Calendar Day - one seventh of a week.
Contract Day - a day the regular certified teaching personnel are required to report to work as defined in the school calendar adopted by the Board of Education. (Currently the school calendar for regular full-time certified teaching personnel calls for one hundred eighty-four (184) contract days. Other certified personnel may have extended service contract days.)

3.9 Full-time Employee - An employee contracted to work 37.5 hours per week.

3.10 Part-time Employee - Anyone employed to work less than 37.5 hours per week.

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EMPLOYEE AND MANAGEMENT RIGHTS

4.1 EMPLOYEE RIGHTS UNDER THIS AGREEMENT

Public employees have the right to:

4.1.1 Form, join, assist, or participate in, or refrain from joining, assisting, or participating in any employee organization of their own choosing except where restricted by a Chapter 4117 exception of O.R.C.

4.1.2 Be represented by an employee organization.

4.1.3 Bargain collectively with their public employer to determine wages, hours, terms, or other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

4.1.4 Enter into collective bargaining agreements.

4.1.5 Present grievances and have them adjusted without the intervention of the bargaining representative as long as:

a. The adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect, and

b. The bargaining representatives have been given the opportunity to be present at the adjustment.

c. The grievance has been filed in compliance with the Grievance Procedure established within this Agreement.

4.2 EMPLOYER RIGHTS

The Minster Board of Education reserves all managerial rights traditionally ascribed to Boards of Education. Among these rights are the rights to:

4.2.1 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 Minster Board of Education, standards of services, its overall budget, utilization of technology, and organizational structure.

4.2.2 Direct, supervise, evaluate, or hire employees.

4.2.3 Maintain and improve the efficiency and effectiveness of the District's operations.

4.2.4 Determine the overall methods, process, means, or personnel by which the District's operations are to be conducted.

4.2.5 Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees.

4.2.6 Determine the adequacy of the work force.

4.2.7 Determine the overall mission of the School District.

4.2.8 Effectively manage the work force.

4.2.9 Take action to carry out the mission of the School District.

4.3 ASSOCIATION RIGHTS

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4.3.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. The bulletin board will be provided by the Board and will be located in the teachers' lounge in each building. The Association may use teacher mailboxes for communication to teachers.

4.3.2 Authorized representatives of the Association who are employees of the District shall be permitted to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

4.3.3 The Association shall have the right to represent teachers in areas specified under 4117 which include: wages, hours, terms of employment, other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

4.3.4 If not provided by the County Office the following information will be provided to the Association without cost to the Association as soon as practicable: names, assignments, work locations and non-confidential home addresses and telephone numbers of all members of the bargaining unit.

4.3.5 The District shall provide the Association with three copies of the Board of Education meeting agenda. Addenda will be made available at the same time they are presented to the Board.

4.3.6 Association input will be sought for recommendation regarding appointments of teachers to committees, established by the Superintendent or Building Principals on which teachers will be involved.

4.3.7 The Association's designated representative shall be given sufficient time on the agenda at faculty meetings and workshops to present reports and announcements for the Association.

4.3.8 The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.

4.3.9 The rights granted herein to the Association shall not be granted or extended to any competing organization for the term of the contract.

4.3.10 The President of the MTA shall be supplied with approved minutes of all regular Board meetings at no cost to the MTA.

4.3.11 The Board shall provide a copy of the Master Agreement to all MTA members.

4.3.12 The MTA shall be given a copy of the current policy manual and a copy of any changes at no cost to the MTA.

4.3.13 With respect to all sums deducted by the Board, pursuant to authorization of the teacher, for membership dues, the Board agrees promptly to remit such monies to

the Ohio Education Association. It is the responsibility of the MTA to keep the Treasurer informed regarding any changes in membership status.

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4.3.14 The MTA shall have the right to use up to a maximum of an aggregate of six (6) days of absence per year without loss of pay. These days are to be used by the official delegate(s) elected or chosen to represent the Association in an official capacity at Association meetings, conferences or conventions. Forty-eight (48) hours advance notice must be given. The days are not to be deducted from any other leave for which said member may be eligible.

4.3.15 Be informed of proposed policy changes and have an opportunity to express their views regarding the policy prior to final adoption by the Board. The Superintendent will provide a copy of the proposed policy change to the association president prior to Board adoption.

4.3.16 All members of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.

4.4 SUBJECTS OF BARGAINING

4.4.1 Proper subjects of bargaining

a. Wages
b. Hours
c. Terms of employment
d. Other conditions of employment
e. The continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

4.4.2 Inappropriate and Prohibited Subjects of Bargaining

a. Civil Service rules and procedures.
b. All managerial rights traditionally ascribed to the Board of Education as defined in Article 4.2 (Employer Rights).
c. Items in which specific laws prevail as described in Article 2.3.2
d. Union Shop or Closed Shop.
e. Expiration date later than three years from beginning of the contract.

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ARTICLE 5

PROFESSIONAL NEGOTIATION PROCEDURES

5.1 DIRECTING REQUESTS

5.1.1 A written request to begin negotiations shall be submitted approximately February 15, but not later than March 1, by the Association to the Superintendent or by the Superintendent to the Association. In addition it is the requesting party's obligation to notify the State Employment Relation Board of the offer to negotiate by serving upon SERB a copy of the written notice to the other party.

5.2 MEETINGS

5.2.1 An agreement will be reached within three (3) calendar days of the request as to the time and place of the meetings, which shall be held within seven (7) calendar days after the request has been submitted, unless both parties agree to an extension of time. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting unless mutually agreed otherwise. The parties of this Agreement may mutually waive or change negotiating meeting procedures.

5.2.2 All proposals shall be submitted in writing by both parties at the initial meeting. After the second meeting new proposals shall not be submitted by either party unless by mutual agreement.

5.2.3 Original proposals shall be written and in language suitable for inclusion in the final agreement. If the change is a minor change in existing language, the proposal shall give specific reference to the word, sentence, or paragraph to be changed with the new language included.

5.2.4 Topical listings of items proposed for negotiations (i.e., laundry list) shall constitute a clear failure of compliance and may be disregarded.

5.2.5 Either party may call for a caucus of up to approximately thirty (30) minutes or by mutual agreement extend such caucus.

5.2.6 Bargaining sessions shall last a maximum of three (3) hours unless by mutual agreement the time is extended.

5.3 NEGOTIATION TEAM

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5.3.1 The Board and the Association shall be represented at all negotiations by a team of negotiators not to exceed three members each, or four members each in the event that either party wishes to include an outside consultant. The team shall be composed of certified personnel, the Minster Teachers' Association and members of the Minster Board of Education or administration. Each team shall have the option of adding one outside negotiator each, who is not a member of the Minster Teachers' Association or a member of the Minster Board of Education, having given at least seven (7) calendar days' notice of intent to do so.

5.3.2 An advisor may be available for either side, but either party must caucus with him/her outside the meeting room: he/she is not to be an observer of the actual negotiative sessions, except as noted in the previous paragraph. At the request of either side, the negotiative sessions may be taped and those tapes are then to be available to either side.

5.4 NEWS RELEASES - WHILE NEGOTIATIONS ARE IN PROGRESS

5.4.1 During any phase of negotiations, including mediation, there will be no public releases of information to the media unless agreed upon by both parties and in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the releases prior to their dissemination.

It is understood that the exception to this could exist in the Dispute Resolution Procedure, in that if the mediator is asked to release information, neither party has control over what he releases except as defined in that procedure.

5.4.2 Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.

5.4.3 It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

5.5 INFORMATION

5.5.1 The parties agree during negotiations to provide each other, upon written request, and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute, or otherwise develop data or information in other than its existing form.

5.6 AGREEMENT

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5.6.1 As items are agreed to, they shall be (T.A.'d) and signed off and when final agreement is reached through negotiation, the outcome shall be reduced to writing and submitted to the Association for ratification. The negotiated agreement must be ratified by the Association and submitted to the representative of the Board of Education within fourteen (14) calendar days of the date in which the parties finalize the agreement. Upon official adoption by the Board, the Agreement shall be signed by both parties, and shall become a part of the official minutes of the Board and the Association, and become binding on both parties.

5.6.2 If the Board of Education fails to act upon the agreement at the next regularly scheduled board meeting after the agreement is submitted to the representative of the Board of Education, it becomes effective.

5.6.3 If the Board of Education rejects the proposed agreement, either party may reopen all or part of the entire agreement.

5.7 MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE

5.7.1 Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the Ohio Revised Code, the parties have established this mutually agreed upon Negotiations and Dispute Resolution Procedure which supersede the procedures listed in Section 4117.14 (C) (2) - (6) and any other procedure to the contrary.

5.7.2 In the event agreement is not reached thirty (30) days prior to the expiration of the collective bargaining agreement, the Board and the Association shall meet in an attempt to agree on a mediator. If agreement is not reached in three (3) calendar days, then the Association and the Board of Education shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) unless the parties agree to an alternative mediation service.

5.7.3 Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

5.7.4 The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.

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GRIEVANCE PROCEDURE

6.1 DEFINITIONS

6.1.1 A grievance is a complaint by the Association or by one or more teachers that there has been a misinterpretation of, or misapplication of the provisions of this agreement, which occurred since the ratification of this agreement by both parties. If two or more complainants have the same grievance, a joint grievance may be processed as a single grievance at this and succeeding steps.

6.1.2 A "Grievant" shall mean a teacher or group of teachers or the Association filing a grievance.

6.1.3 A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.1.4 "Appropriate Administrator" for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

6.1.5 An "Aggrieved Person" is the person or persons making the claim.

6.2 PURPOSE

6.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.3 PROCEDURES

6.3.1 An individual or group of employees may initiate a grievance through the Association following unsuccessful resolutions at the Informal Level.

6.3.2 The Association may initiate a grievance if its rights have been violated as defined in Definition 1 above, following the unsuccessful resolution at the Informal Level.

6.3.3 A grievance may be withdrawn at any step by the grievant.

6.3.4 The grievant has the right to be accompanied by the MTA president or other members of the bargaining unit at the Informal Level, Level 1 and Level 2 of the procedure. He/She has the right to be accompanied by a representative of OEA or legal counsel at Levels 3 and 4.

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6.4 TIME LIMITS

6.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

6.4.2 Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal.

6.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the grievance shall be processed within the time limits and completed as soon as is possible following the close of the school year.

6.5 INFORMAL PROCEDURE

6.5.1 A sincere attempt should be made to resolve any grievances by oral interview between the complainant and the Principal before differences become formalized as grievances. He/She may be accompanied by the MTA president or other member of the bargaining unit.

6.5.2 If the grievance is not resolved to the satisfaction of the grievant by the informal procedure, the grievant may further pursue the grievance within twenty (20) calendar days after the fact or condition upon which the grievance is based by submitting a formal grievance form.

6.6 FORMAL PROCEDURE

6.6.1 Level One - School Principal (Or Immediate Supervisor)

1. If the grievant is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within seven (7) calendar days following the informal decision or within twenty (20) calendar days of the fact or condition upon which the grievance is based. Forms for this purpose shall be available in each school office. The written grievance shall be directed toward the Principal or immediate supervisor. Information copies are to be sent by the grievant to the Association President and to the Superintendent.

2. The Principal or immediate supervisor within seven (7) calendar days after receipt of the grievance shall render a written decision to the aggrieved person with a copy to the Association President and to the Superintendent.

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6.6.2 Level Two - Superintendent of Schools

1. If the grievant is not satisfied with the decision concerning his/her grievance at Level One, he/she may, within seven (7) calendar days after the decision is rendered, refer such grievance in writing to the Superintendent.

2. The Superintendent shall schedule a meeting to take place within seven (7) calendar days from the receipt of the written grievance with the purpose of resolving the grievance. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.

3. The Superintendent shall, within seven (7) calendar days after the meeting, render a decision in writing to the building Principal, grievant, and the MTA president.

6.6.3 Level Three - Board of Education

1. If the grievant is not satisfied with the deposition made by the Superintendent, the grievant may initiate Level Three by completing a proper Grievance Report Form and submitting it to the Board by filing a copy with the Treasurer of the Board and the Superintendent within seven (7) calendar days after receipt of the Superintendent's decision.

2. At the next regularly scheduled Board meeting, the Board shall meet with the grievant, the Association representative and the Superintendent or his designee, to review the grievance and attempt to resolve same.

3. Within seven (7) calendar days of such meeting, the Board shall reduce its disposition of the grievance to writing and forward a copy thereof to the grievant, the Association and the Superintendent.

4. Upon mutual agreement of the parties to the grievance, the grievance may be submitted to Level Four without a hearing before the Board.

6.6.4 Level Four - Arbitration

1. If the grievant(s) is (are) not satisfied with the disposition in Level Three, he/she (they) may request to the Association that the grievance be submitted to arbitration within seven (7) calendar days after receipt of the disposition at Level Three. The grievant's (s') request for arbitration shall be by certified mail, with return receipt requested, to the Association and to the Superintendent or if the Association is the grievant, to the Superintendent. The Superintendent or his designated representative and the Association shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7)

names. A second list of seven (7) names may be requested by either party before the parties select an arbitrator by the "alternate strike method." An arbitrator shall be selected from the first or second list by the "alternate strike method." Each party shall have three strikes. The Association shall strike first.

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Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such times required by the AAA rules or as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. Binding arbitration shall be the sole and exclusive remedy for an alleged violation of this Agreement. The Association, Association representative or individual bargaining unit members may not file any unfair labor practice charge or any other action to enforce the rights provided by this Agreement.

3. The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor to add to, detract from, or modify the language herein, arriving at his/her decision concerning an issue presented that is proper within the limitations expressed herein. The arbitrator shall not have the authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her. He/she shall not limit or interfere with the powers, duties, and responsibilities of the Board or Administration under Article 4 of this Agreement, any other provision of this Agreement reserving powers and duties to the Board or Administration or any applicable law or regulation having the force and effect of law.

4. No grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

5. The cost of arbitration shall be shared by the parties, except that each party shall bear the cost of its own representative(s).

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GRIEVANCE REPORT FORM
Level I

Name of Grievant _____ Assignment _____

Building _____ Date _____

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

_____
_____
_____
_____

2. Relief Sought

_____
_____
_____
_____

_____ _____
Signature of Grievant Date

C. Disposition by Principal:

_____
_____
_____
_____
_____

_____ _____
Signature of Principal Date

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GRIEVANCE REPORT FORM
Level II

Name of Grievant _____ Assignment _____

Building _____ Date _____

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

_____
_____
_____

2. Relief Sought

_____
_____
_____

_____ _____
Signature of Grievant Date

C. Disposition by Superintendent:

_____
_____
_____
_____

_____ _____
Signature of Superintendent Date

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GRIEVANCE REPORT FORM

Level III

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Name of Grievant _____ Assignment _____

Building _____ Date _____

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

_____
_____
_____

2. Relief Sought

_____
_____
_____

_____ _____
Signature of Grievant Date

C. Disposition by Board of Education:

_____
_____
_____
_____

_____ _____
Signature of Treasurer Date

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GRIEVANCE REPORT FORM
Level IV

Request for Binding Arbitration
To The Association

Name of Grievant _____ Assignment _____

Building _____ Date _____

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

_____
_____
_____

2. Relief Sought

_____
_____
_____

_____ _____
Signature of Grievant Date

ARTICLE 7

COMPLAINT PROCEDURE

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7.1 GENERAL PROVISIONS:

7.1.1 The complaint procedure is a method by which an individual employee or group of employees can express a concern, problem or dispute pertaining to interpretation or application of established Board Policy or administrative regulations and procedures which are applicable to bargaining unit members. All provisions of the grievance procedure shall apply except: (1) instead of grievance and grievant the words complaint and complainant shall be substituted, and (2) as altered or specified herein.

7.1.2 If the subject of a complaint is an Association item for Negotiations, the Board may defer hearing at Level Three until agreement has been reached in negotiations or the subject withdrawn.

7.1.3 Complaints may not be filed on the content of an evaluation.

7.1.4 No records, documents, or communications generated as a result of a complaint shall be placed in the personnel files of any participant in the procedure without the permission of the complainant.

7.1.5 A complaint cannot be filed against anything placed in the teacher's personnel file.

7.1.6 No complaint may be filed against a grievance or grievance be filed upon what is a subject of the complaint procedure.

7.2 PROCEDURE:

7.2.1 A complaint may be processed in accordance with the informal procedure and Levels One and Two of the grievance procedure.

7.2.2 If the complainant is not satisfied with the disposition at Level Two the following procedure may be used:

7.2.3 Within seven (7) calendar days after receipt of the disposition at Level Two the complainant shall submit Complaint Report Form to the Board president. The Board of Education will study the complaint and prior disposition and shall provide to the parties involved their decision in writing. The Board's decision shall be final and binding and shall be made by the second regular Board of Education meeting subsequent to submission of the complaint to the Board's president. The complainant shall have the right to request a hearing prior to the Board's decision and shall have the right to be accompanied by a representative from OEA or legal counsel.

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COMPLAINT REPORT FORM
Level I

Name of Complainant _____ Assignment _____

Building _____ Date _____

A. Date Complaint Occurred _____

B. 1. Statement of Complainant

_____
_____
_____
_____

2. Relief Sought

_____
_____
_____
_____

_____ _____
Signature of Complainant Date

C. Disposition by Principal:

_____
_____
_____
_____

_____ _____
Signature of Principal Date

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COMPLAINT REPORT FORM
Level II

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A. Position of Complainant

_____
_____
_____
_____
_____

_____ _____
Signature Date

B. Date Received by Superintendent _____

C. Disposition by Superintendent

_____
_____
_____
_____

_____ _____
Signature Date

MINSTER LOCAL SCHOOLS
COMPLAINT REPORT FORM
Level III

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A. Position of Complainant:
(Specify the act or condition upon which the complaint is based.)

_____
_____
_____
_____
_____

B. Attach a copy of written disposition by Superintendent.

_____ _____
Signature Date

C. Date Received by Board President: _____

D. Hearing Requested: _____ Yes _____ No

E. If Requested, Date of Hearing: _____

F. Disposition by Board of Education:

_____
_____
_____
_____
_____

_____ _____
Signature Date

ARTICLE 8
PARENTAL COMPLAINT PROCEDURE

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8.1 When a member of the Public makes a complaint to the Board or any of its members or Administrators concerning an employee, and the concern is thought to be serious enough to become a matter of record, the appropriate Administrator shall inform the employee of the concern in a private meeting. The Administrator and employee shall attempt to resolve the party's complaint.

8.2 An Administrator, employee and complaining party shall meet to attempt to resolve the party's complaint unless the Administrator feels a resolution may be more obtainable by meeting with the complaining party without the employee.

8.3 Should the complaining party still not be satisfied and bring the concern to the Board, the employee shall be so informed and have the right to provide the Board information concerning the issue.

8.4 The employee may have a representative of the Association present at any level.

ARTICLE 9

REDUCTION IN FORCE

9.1 The board may suspend teacher's contracts in accordance with R.C. 3319.17. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendations of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

9.12 If the Board of Education determines a RIF may occur, Teachers to be RIFed by the start of the following school year must be notified no later than May 10th of the previous school year.

9.13 A bargaining unit member who is displaced and/or reduced from one teaching area but who currently possesses a continuing contract may displace a member who does not possess a continuing contract in another area in which he/she maintains a current certificate/license. In determining which teacher shall be displaced, the board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

9.2 The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction. Teachers on the recall list will have the following rights:

9.2.1 No new teachers will be employed by the Board while there are teachers on the recall list who are certified for any vacancy which may occur within the district.

9.2.2 Teachers on the recall list will be recalled in reverse order of suspension for vacancies in areas for which they are certified.

9.2.3 If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address. All teachers are required to respond in writing, by certified mail, return receipt requested, to the district office within seven calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven calendar days, or who declines to accept the position, will forfeit all recall rights.

9.2.4 A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

9.3 The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board of Education

to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

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9.4 No retired teachers will be employed by the Board in any year where a Reduction in Force has occurred, or while there are any teachers on the recall list with the required certification.

ARTICLE 10
ASSIGNMENTS, VACANCIES, AND TRANSFERS

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10.1 ASSIGNMENTS

10.1.1 Teachers under contract during a school year will be notified in writing of their teaching assignments for the following school year not later than thirty (30) calendar days prior to the beginning of that school year. Such notification shall include the teacher's school assignment and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible. Any teacher so affected shall have the opportunity to confer with the Superintendent/designee before the assignment change takes place.

10.2 VACANCIES

10.2.1 Vacancies, as determined by the administration, may result from creation of new positions, resignations, Board approved leave of absences, retirement, death, non-renewal, or termination.

10.2.2 Vacancies for bargaining unit positions will be officially e-mailed to all members. During the school year, normally, no action will be taken to fill such position until it has been posted for five (5) contract days and ten (10) calendar days during the summer.

10.2.3 Posting of a vacancy shall not be construed as requiring the Board to fill such a position, but is creating an opportunity for employees to indicate an interest in transferring to such a position. In addition to transfer requests received after posting, unfilled voluntary transfer requests submitted as per section 10.3.1 of this article will be considered in filling vacancies which occur during the first nine (9) contract days of the school year. Time limits for posting and filling vacancies do not apply to such positions.

10.2.4 When vacancies occur ten (10) contract days after the beginning of the school year, the Superintendent may fill such a vacancy on a temporary or tentative basis until the end of the normal school year, at which time the position may be considered, as determined by the Superintendent, open for transfer requests. Recommendations to fill vacancies shall be made at the discretion of the Superintendent. If not currently a bargaining unit member, individuals who fill such positions shall not be considered as such.

10.2.5 Recommendations to fill the vacancy shall be made by the Superintendent based on the following criteria: certification and qualifications of the applicant, instructional requirements, best interest and needs of the district (e.g., staff balance, better staff utilization), and seniority. Seniority in the district shall mean uninterrupted service from the effective date of the employee's most recent date of

hire except that the Board approved leave of absence shall not constitute an interruption. Not later than May 15 of each year, the Superintendent will prepare a list of vacancies and teaching positions for the following school year. Vacancies to be identified will include those filled on a temporary basis as per section 10.2.4 and others as have arisen under section 10.2.1.

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10.3 TRANSFERS

General Provisions: For purposes of this article, transfer shall be defined as change from high school to elementary (K-8), or elementary (K-8) to high school, or one area of certification to another.

10.3.1 Voluntary Transfers

1. Request for transfer will be made in writing by the teacher on or before March 15 of each year. (The request shall set forth the reasons for transfer; the school, grade or position sought; and the applicant's qualifications.) Such request shall not affect the teacher's existing assignment in the event no vacancy exists in the area to which transfer is requested. Such request shall expire on the ninth (9th) contract day of the succeeding school year.

2. Unit members filing appropriate voluntary transfer requests as per section 10.3.1, or who properly apply for the posted position within the five (5) contract days or ten (10) calendar days posting period, may be granted the position in accordance with section 10.2.5.

3. Each unit member that has requested a transfer shall be notified of the disposal of that request. If a vacancy exists and the request is denied or granted to a less senior teacher, the teacher may request and shall be granted a conference with the Principal or Superintendent/designee. Voluntary transfer requests shall not be given priority consideration over staff reduction transfers.

10.3.2 Involuntary Transfers

1. Transfer will normally be on a voluntary basis. Hopefully, it will be necessary to use involuntary transfer infrequently. However, correct and proper operation of the school district will necessarily require that involuntary transfers be made. In making involuntary transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. If the teacher so elects, involuntary transfer will only be made after a conference with the teacher, Principal and/or Superintendent/designee concerning the basis for the transfer. The teacher shall be given a minimum of two (2) contract days notice before receiving students in his/her new position if the involuntary transfer is to be carried out.
2. Any teacher involved in an involuntary transfer, may at the end of the school year, and after written application, have first priority for voluntary

transfer as defined in section 10.3.11. An exception to this would be staff reduction transfers which would have first priority.

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10.4 JOB SHARING

10.4.1 The job sharing must be approved by the building Principal and the Superintendent on a yearly basis.

10.4.2 Applicants for a job-sharing position shall have a minimum of three (3) years teaching experience to qualify.

10.4.3 Teachers who want to job share must submit a written plan for approval to the building principal by April 30 of the preceding school year with the following elements:

a. The grade level, building, and subject to be shared.

b. The teachers who will be job sharing. No current staff member shall be required to job share.

c. The percentage of the regular full-time work day and exact time schedule each participant proposes to be present on the site plus teaching schedule.

10.4.4 A job-sharing plan will be in effect for a full school year.

10.4.5 The job-sharing teachers will jointly develop teaching methods and techniques, and grading practices that ensure consistency and compatibility of the program.

10.4.6 All negotiated benefits shall be split according to the percentage of a regular full-time workday served by the participant. The costs of job sharing a position shall not exceed the cost of one full time equivalent position.

10.4.7 Participants shall acquire seniority credit for layoff and salary schedule placement purposes on a proportionate basis; for example, one half-time service provides one-half credit.

10.4.8 Job-sharing teachers shall be considered for contract status, evaluation, and layoff on the same basis as other teachers.

10.4.9 Each participant must attend all contractually required duties that are required of a full-time teacher (e.g., open house, parent conferences, and faculty meetings).

10.4.10 The Superintendent must be notified by March 1 of each year as to whether the participants wish to continue in the present arrangement or return to full-time contract status.

10.4.11 The participant who wants to return to a full-time contract status will be assigned to the first available full-time comparable teaching position for which that teacher

is certificated. If there are not enough full-time comparable teaching positions available, then the available position(s) will be filled based on greatest seniority. If both job-sharing participants have not been offered a full-time position by June 30, then the participants must continue in the job-sharing for one more school year.

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ARTICLE 11

LEAVE OF ABSENCE

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11.1 SICK LEAVE

11.1.1 Advance of Sick Leave

A maximum of five (5) contract days of sick leave which have not yet actually been earned shall be advanced to all new regular employees and all employees who have exhausted all the sick leave they have earned. The Treasurer shall automatically advance days as required for the absence of an employee which qualifies as sick leave. The advancement shall be limited to a maximum of five (5) contract days advanced during any one school year.

11.1.2 Accumulation of Sick Leave

Professional personnel will earn sick leave at the rate of 1 ¼ contract days sick leave per month which is fifteen (15) contract days annually. A record of all accrued days of sick leave for each teacher will be kept in the office. Only 210 days per medical incident may be applied to the days sick leave allowed before teacher must return to work, apply for and be granted disability by STRS, retire or resign.

11.1.3 Use of Sick Leave - Personal

Professional personnel may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.

11.1.4 Use of Sick Leave - Immediate Family

Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, or any other relative living under the employee's roof. Based on special needs the Superintendent may grant the use of sick leave for other family members.

11.1.5 Use of Sick Leave - Death in the Immediate Family

Sick leave may also be used for death in the immediate family. Four (4) contract days (per occurrence) shall normally be granted in instances involving the employee's immediate family which include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, son-in-law, daughter-in-law or any other relative living under the employee's roof. Two (2) contract days will normally be granted for death in the immediate family which include grandmother,

grandfather, brother-in-law, sister-in-law, grandson, granddaughter, cousin, aunt and uncle. One (1) contract day will normally be granted for death in the family for the following in-laws: grandfather, grandmother, niece, nephew, cousin, aunt and uncle. Based on special needs the Superintendent may grant additional sick days for death in the immediate family.

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11.1.6 Sick Leave Donation Policy

District employees are entitled to donate up to five (5) sick leave days to another district employee under the following conditions and restrictions:

1. The recipient of the donation must have zero sick leave days at the time of the leave.

2. No more than twenty (20) total sick leave days may be allocated to the recipient during a school year.

3. A district employee may donate no more than twenty (20) total sick leave days during a school year.

4. Donated leave may not be used for maternity leave outlined in Article 11.4.

5. Donated sick leave can only be used in accordance with Article 11.1.3 and Article 11.1.4.

6. In order to qualify for the donation, the recipient must produce, to the Superintendent, written notification from a licensed doctor affirming the legitimacy of the leave within thirty (30) days of the absence.

7. District employees wishing to donate sick leave to an individual must do so in writing to the Superintendent within thirty (30) days of the recipient's absence.

11.2 RESTRICTED LEAVE

11.2.1 The board will permit the administration to grant absence without deduction of pay for: (will be deducted from sick leave)

1. Pallbearer -- 1 contract day
2. Child's graduation -- 1 contract day
3. Teacher's graduation -- 2 contract days

Upon prior approval, additional days may be granted by the Superintendent.

11.2.2 The following is not to be deducted from sick leave:

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1. Subpoena at court. Circumstances over which the employee has no control in which he is not at fault or in which moral turpitude is not involved or in which the Board is not a party to the case.
2. Emergency, e.g., auto accident on way to work.
3. Jury duty -- The Board of Education shall pay a full-time employee, including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received for serving as a juror (O.R.C. 3313.211). Employee will sign jury duty check over to the Minster Local Board of Education and said employee will receive regular salary.
4. Limitations
   a. Professional employees shall limit use of leave under Section 11.1.4 and 11.1.5 to only those contract days when absence from duty is required because of personal responsibilities and/or personal bereavement.
   b. All absence which qualifies for sick leave will be deducted from sick leave. If an absence qualifies for sick leave, an individual may not be forced to use a personal day in lieu of sick leave.
   c. All sick leave requests are subject to the approval of the Superintendent.
5. Requests
   a. Professional staff shall notify his/her Principal or designee or any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
   b. The employee bears the full responsibility for requesting the use of sick leave by following the administrative guidelines.
   c. Falsification of the use of sick leave is grounds for suspension or termination of employment as provided in Section 3319.16 O.R.C.
   d. Failure to follow the administrative guidelines will result in a reduction in pay for the contract days in question until the guidelines have been properly followed.

11.3 FAMILY AND MEDICAL LEAVE

11.3.1 In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least 12 months and for at least 1,250 hours during the previous 12 month period is entitled to an unpaid leave of absence of up to twelve (12) continuous weeks during any contract year (July 1 - June 30) for one of the following reasons:

a. because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
b. because of the placement of a son or daughter with the employee for adoption or foster care;
c. in order to care for a spouse, or a son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or

d. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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11.3.2 If the employee already has been absent during the contract year for one of the reasons listed in (a) through (d) above, the leave will be considered a part of the 12-week period such that any other leave the employee is entitled to take under this policy will be for 12 weeks less the amount of such absent time already taken in that contract year.

11.3.3 An employee must provide the Superintendent at least 30 days advance written notice before Family and Medical Leave is to begin if the need for the leave is foreseeable. If 30 days notice is not practicable, notice must be given as soon as practicable.

11.3.4 If the Superintendent or designee has reason to doubt the validity of the certification of the employee's need for the leave, he/she may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent or designee may require the employee, at the Board's expense, to see a mutually agreed upon health care provider to give a final and binding opinion.

11.3.5 The employee must pay his or her contribution to health benefits to the Treasurer by the 25th of each month if the employee wants continued coverage for the following month.

11.3.6 During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.

11.3.7 If an employee goes on leave due to his or her own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work.

11.4 MATERNITY LEAVE

11.4.1 A female teacher who is granted Family and Medical Leave under Section 11.3 for reasons of pregnancy may upon application, be granted and use accumulated sick leave for a period of six (6) weeks (42 calendar days); normally, two (2) weeks (14 calendar days) prior to date of delivery as determined by the physician, and four (4) weeks (28 calendar days) following the termination of pregnancy as a part of the Family and Medical Leave.

11.4.2 Sick leave as authorized under this section shall not exceed that number of accumulated and unused sick leave days to the credit of the teacher and earned during the period of such leave. Sick leave days are only deducted for contract days the employee is absent.

11.4.3 The Superintendent, at his/her sole discretion, may grant an extension of leave beyond the Family and Medical Leave provided in Section 11.3.

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11.4.4 A teacher who returns from maternity leave following the use of leave of absence or sick leave shall be assigned to the same position which was held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position for which she hold certification.

Should it be necessary to implement reduction in force policies or transfer and reassignment policies, they shall take precedence or priority of importance in assigning the returning teacher.

11.5 ADOPTION LEAVE

11.5.1 It is realized that each adoption would differ in time required to finalize the paperwork and to pick up the child. Given the variance in need, the employee must file a request for leave documenting the need, the contract day or days needed, the destination for finalizing the adoption and the pick up of the child. This documentation must include a statement from the adoption agency indicating the custody date, etc. Also any contract day(s) needed for court appearance(s) must be documented with a statement from the court. This leave is to be made available for finalizing the adoption. These contract leave days will be deducted from sick leave.

11.5.2 Advance arrangements such as applications, visitations and child searches are to be conducted through the use of personal days or non-contract days.

11.5.3 The Board will consider a request for a non-paid leave due to the adoption of a child under the Family and Medical Leave policy under Section 11.3.

11.6 PROFESSIONAL LEAVE

11.6.1 Professional staff members may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally. Professional staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Request for professional leave shall be submitted in writing on forms which shall be provided to all professional staff at the Principal's office. The Superintendent has the right to approve or disapprove such requests except that any request to attend out of state meetings must be approved in advance by the Board of Education.

11.6.2 Reimbursement shall be made based on current Board policy and in line with advanced approval and/or not to exceed recommendations.

11.7 PERSONAL LEAVE

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11.7.1 Each certified staff member shall be allotted three (3) personal days. These contract days are unrestricted except as specified below.

11.7.2 The following procedure shall apply:

1. Request to Building Principal.
2. If approved by the Principal, the application shall be forwarded to the Superintendent.
3. The Superintendent has the authority to control the number of requests for any one particular day.
4. An individual may not use a personal day on a teacher in-service day.
5. A teacher may carry over one (1) day or cash out at the substitute rate. The certified staff member must inform the Treasurer in writing of his/her decision about whether to carry over a day or cash out day(s) by the teacher work day at the end of the school year. If the staff member fails to notify the Treasurer by that date, then one personal day will be carried over to the next school year and any other unused personal days will be cashed out. The payment shall not be considered as salary for STRS credit and will be made by separate check in a lump sum in July.

11.8 DISABILITY LEAVE

An employee who is granted Family and Medical Leave under Section 11.3 because of his/her own serious health condition may use any accumulated sick leave as a part of the period of leave.

11.9 SABBATICAL LEAVE

The Board of Education may grant a sabbatical leave without pay upon the recommendation of the Superintendent of Schools to qualified personnel for the purpose of study, travel, and for such other purposes as may be approved by the Board of Education.

11.10 MILITARY LEAVE

11.10.1 Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training, shall be granted a military leave without pay.

11.10.2 The teacher shall be reinstated to his/her position or an equivalent position for which he/she is certified with full credit including the annual increment(s) under the salary schedule. Upon written request supported by competent proof that

said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) calendar days from the date of said release or discharge.

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11.11 ASSAULT LEAVE

11.11.1 Any professional staff member who sustains injuries as a result of an unprovoked and unjustified physical assault by any parent, student or other person while in the course Board employment and while performing professional assigned duties on school grounds or at an official school function may request a temporary special leave of absence to recuperate from the injuries sustained in the assault. If granted, this paid leave shall not be charged against sick leave or personal leave.

11.11.2 Assault leave will be granted if the following provisions are fulfilled:

1. The staff member must make written application for leave.
2. The staff member must provide a written physician's statement recommending the leave and the approximate duration of the disability.
3. The staff member, if requested, shall consent to an examination at Board expense by a Board-designated physician at a reasonable time and place; and said physician concurs with the staff member's physician that the staff member is disabled from returning to service.
4. The staff member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the staff member and/or the Board of Education.
5. The staff member shall apply for Workman's Compensation. If Workman's Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary.

11.11.3 For the duration of the leave, the Board shall continue to pay all fringe benefits as per negotiated agreement.

11.11.4 In keeping with the above limitations, an assault leave shall be for no longer than thirty (30) calendar days per occurrence.

11.12 PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

11.12.1 The school calendar, as adopted by the Board will establish the school recess periods and holidays for all certificated staff members employed on a school-year basis.

11.12.2 The Board reserves the right to allow time off on regular contract days only in rare instances and not for annually scheduled vacations. Should the Board approve such a request, the employee will be docked compensation at his/her per diem rate. It is the Board's intent that such requests be made only in extremely special circumstances and it is not their intent to approve such requests on a frequent basis for any individual employee.

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11.13 ABUSE OF LEAVE

Should any professional staff member make false application for and/or falsify any information within the provisions of the Article, that staff member shall be subject to Board discipline, suspension or termination.

11.14 ATTENDANCE INCENTIVE

A teacher will receive a premium for nonuse of paid sick leave as follows:

Days of Absence	Premium Payment
0 days	$400.00
1 day	$200.00

The premium payment shall not be considered as salary for STRS credit and will be given to each teacher who met the incentive and will be made by separate check in a lump sum in July.

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ARTICLE 12

GENERAL PROVISIONS

12.1 RESPONSIBILITIES OF THE TEACHER

12.1.1 Teachers must help supervise playgrounds and patrol halls and lunch rooms when assigned.

12.1.2 Teachers' lesson plans are subject to review by the Superintendent and Principal. They must be accessible to the substitute teacher.

12.1.3 Teachers should not leave the building during school hours other than at the noon hour or when on special assignment. If an emergency arises, inform the Superintendent or Principal.

12.1.4 Take class attendance at the beginning of each period. Report at the end of period any student who is absent from class and not on attendance slip.

12.1.5 Stand at the door in the hall when classes are passing. Be responsible for the students in the hall as well as in the room.

12.1.6 A copy of the daily schedule is required for the Principal's and the Superintendent's office.

12.1.7 Make frequent inspections of desks and textbooks. Untidy conditions should be corrected immediately.

12.1.8 Turn off lights when leaving for any period of time.

12.1.9 Complete all required reports promptly.

12.1.10 An inventory shall be maintained by each teacher of all property belonging to the Board of Education. These inventories shall be collected by the Principals and submitted to the Superintendent. This inventory shall give amount and condition of all items listed and shall be kept on file for any necessary future reference.

12.1.11 Report to the Principal as soon as possible if unable for any reason to be in the classroom.

12.1.12 The Elementary and Jr/Sr High School teaching staff shall be in the building at 8:00 AM and remain until 3:30 PM. Individual special arrangements may be approved by the Board of Education. In case of a one hour delay, school will start one hour later based on starting time of each building, a two hour delay will begin likewise, two hours later at each building. A three hour delay will begin likewise, three hours later at each building. If the association and administration agrees to making up missed hours, additional time may be added before or after school.

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12.1.13 Scheduled teachers' meetings and parent-teacher conferences are a regular part of the teachers' professional obligations. Under normal conditions teachers will be required to attend the following in addition to those in-service and work days scheduled in the calendar:

1. Monthly teachers' meeting--one (1) per month
2. Open House for building(s) assigned.
3. Parent-Teacher Conferences will be scheduled for two (2) contract days. If scheduled evening, compensatory time will be taken off during the school day.
   Example: Afternoon and evening conference schedule would result in morning made available as time off.
4. One other scheduled meeting or activity will probably occur.
5. Teachers must be available to meet with individual parents as needed.
6. Teachers must be available to meet with Administrators as needed during their regularly scheduled work day.
7. Other activities outside the school day as required by job description or extra pay position will be required.
8. Other activities may be scheduled and teacher attendance may be advantageous but will be voluntary.
9. The administration would encourage teacher attendance at extracurricular activities but does not require such.
10. Three Professional Development Days will be designated in the calendar beginning 2015-2016. Teachers are required to attend all professional development days, personal leave may not be used for professional development days. The Board of Education will request CEU credit for those in-services based on the rules and regulations governing the requirements as determined by the State Department of Education. Teachers will receive credit pursuant to these rules and regulations. There shall be no loss of pay to any staff member who has a district paid duty that they are unable to perform when an in-service day is held.
11. Teachers who attend Superintendent approved professional development activities outside the contracted school day such as in the summer, on weekends, or after school, may submit to the Superintendent a request to waive the attendance at one administrative pre-determined professional development day (beginning 2015-2016 school year). All requests must be made two weeks prior to the designated day. The teacher is responsible for providing documentation such as CEU's or other evidence to verify their attendance to the superintendent.

12.2 INSTRUCTIONAL AND EXTRACURRICULAR LOAD

12.2.1 The administration is responsible for the equitable distribution of extra duties among the members of the staff. As a general pattern, teachers shall teach no more than seven periods where a secondary school day consists of eight periods. The elementary teachers' load shall be adjusted in similar manner either by scheduling a

shorter school day, a longer noon hour, or free periods.

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12.2.2 Selection of personnel for extracurricular positions will be handled by the Local Superintendent and Principal with the agreement of the Board of Education. The supplemental pay scale would apply.

12.3 WORKERS' COMPENSATION

Any teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

12.4 MEDICAL REQUIREMENTS

12.4.1 Each certificated employee is required to meet the Ohio Department of Health standards regarding TB tests and other medical requirements.

12.4.2 Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans With Disabilities Act.

12.5 LIMITED CONTRACTS

12.5.1 All teachers who are awarded limited contracts shall receive contracts in the following sequence:

First contract - one year limited contract
Second contract - two year limited contract
Third contract and beyond - three year limited contract

12.6 CONTINUING CONTRACT

A teacher who was initially issued an educator license prior to January 1, 2011 shall be eligible for a continuing contract upon the completion of his/her first three year limited contract with the District and upon satisfying all requirements under state law for certification and/or licensure. A teacher who was initially issued an educator license on or after January 1, 2011 shall be eligible for a continuing contract upon satisfying all requirements under state law.

12.7 NON-RENEWAL OF LIMITED CONTRACTS

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12.7.1 Limited contract teachers who have been employed for five (5) or fewer years and who were hired by the Board of Education under a regular teaching contract on or after July 1, 2012 shall be notified in writing by the Superintendent by May 1 that the Superintendent will not be recommending to the Board that the teacher be reemployed for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session, with representation. Teachers whose contracts are not renewed shall receive written notification by the Board of Education not later than May 10.

12.7.2 The nonrenewal procedure under 12.7.1 shall supersede all provisions in O.R.C. 3319.11 and O.R.C. 3319.111, and such teacher shall have no rights to challenge said renewal pursuant to O.R.C. 3319.11 or 3319.111

12.7.3 Nonrenewal of all other teachers not covered by Section 12.7.1 above shall be accordance with O.R.C. 3319.11.

12.8 TERMINATION OF CONTRACT

12.8.1 The termination of a contract during the term of such contract shall be for those grounds set forth in O.R.C. 3319.16 which are for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board of Education; or for other good and just cause. The procedures for termination of such contract will be those specified in O.R.C. 3319.16.

12.8.2 A teacher terminated may, within the ten (10) days after receiving the written notice, request in writing, an opportunity to appear before the Board and offer reasons against termination.

12.9 SUSPENSION PENDING TERMINATION

If the Board's decision is against termination of a teacher who has been suspended without pay pursuant to O.R.C. 3319.16, the teacher shall be paid his/her full salary for the period of such suspension.

12.10 PROFESSIONAL PERSONNEL FILES

12.10.1 The official personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered a confidential file, except as it might violate O.R.C. 149.43, and the only official file of recorded information of professional staff members maintained by the Board and administration. The Principal of each building may maintain a personnel file of all professional staff assigned to the building. Should a request to see a teacher's records be made, the teacher will be notified of such a request. Upon furnishing the personnel office or Principal with reasonable prior notice, a teacher shall have the right to examine the contents of his/her personnel files (both office file and file maintained in the

Principal's office) to be accompanied by another individual of his/her choice, and to receive at Board expense a copy of any or all documents contained therein excluding confidential and/or pre-employment information. The examination of such file shall, at the discretion of the Superintendent, be in the presence of the Superintendent or his/her designee. No material may be removed from the file without the written consent of the Superintendent or his/her designee.

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12.10.2 The teacher shall have the right to indicate those documents in the personnel file(s) which he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the Superintendent or his/her designee, materials deemed obsolete shall be destroyed.

12.10.3 Information in the personnel file(s) may be removed upon request of the professional staff member and agreement of the Administrator making the entry or the Superintendent.

12.10.4 No materials dealing with evaluation or discipline of a teacher will be placed in the personnel file without prior acknowledgment by the teacher that he /she has reviewed the material or has been given an opportunity to review the material.

Routine, non-evaluative and non-disciplinary items (insurance, certificates, transcripts, workers compensation, personal form data, etc.) shall not require prior acknowledgement by the teacher.

12.10.5 A teacher shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.

12.11 SUPPLEMENTAL CONTRACTS

12.11.1 All supplemental contracts will automatically non-renew each year. It will not be necessary for the Board of Education to issue notice of non-renewal or take Board action to renew or non-renew such contract by the state deadline of April 30.

12.11.2 The Superintendent will contact each holder of such a contract during the month of April (except for spring sports) to determine their interest in continuing in said position and to indicate what his/her probable recommendation will be for the following year. The same action will occur regarding spring sports during the month of June.

12.12 FEE WAIVERS

Individual teachers who accept student teachers from accredited colleges will receive any provided payment from the accredited college through Minster's payroll.

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EMPLOYEE DISCIPLINARY PROCEDURE

13.1 This Article shall apply to employee discipline in the form of written reprimands and disciplinary suspensions without pay up to 3 contract days.

13.2 A teacher may be disciplined for insubordination, neglect of duty, violation of rules and regulations of the Board of Education, or for violation of administrative policies or directives adopted by the Board as follows:

1. verbal warning;
2. written reprimand; or
3. suspension without pay up to 3 contract days.

13.3 Discipline will normally be progressive, but will be decided on an individual basis.

13.4 The Superintendent may suspend an employee without pay for up to three (3) contract days.

13.5 In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason for the discipline to the teacher prior to the suspension. The teacher will be given the opportunity to respond prior to suspension. If the Superintendent determines suspension of three (3) days or less is appropriate, the Superintendent shall provide a written notice including the reasons and effective dates of suspension.

13.6 If requested in writing within three (3) contract days of receipt of the notification, the teacher will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The teacher may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice including the reasons and the effective dates of the suspension if it decides suspension is warranted.

13.7 Fringe benefits shall stay in effect during the time of any suspension.

13.8 If any grievance is filed because of a suspension without pay, the grievance may be initiated at Level Four, Article 6.6.4 Grievance Procedure.

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ARTICLE 14

FAIR SHARE FEE

14.1 PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Minster Teachers' Association, a fair share fee for the Association's representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.) Any employee with a bona fide religious objection to supporting a union (in this case, the MTA, OEA, or NEA) may petition to be exempted from payment of a fair share fee. If the exemption is granted, the payment must instead be made to a non-religious charity acceptable to the employer and the union.

14.2 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee, (which shall not be more than 100% of the unified dues of the Association) shall be transmitted by the Association to the Treasurer of the Board on or about September 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

14.3 SCHEDULE OF FAIR SHARE FEE PAYORS

14.3.1 Payroll deduction of such annual fair share fees shall begin the first pay period in January on or after January 15. In the case of employees newly hired after the beginning of the school year the payroll deduction shall commence on the first pay date on or after the later of:

1. sixty (60) calendar days employed in a bargaining unit position, or
2. January 15.

14.3.2 The failure or refusal of the Treasurer to deduct the representative fee shall not relieve the employee of his/her liability to the Association for the amount of the representative fees and assessments. However, the Board of Education will not assume responsibility for collecting such fees and assessments if they are determined to be illegal or if the Board of Education is ordered to discontinue to do so through Court order. Should such a determination be made, the Board of Education will not be held responsible for enforcing such payment to the Association nor will the Board of Education agree to terminate a teacher's employment for his/her refusal to pay such fees should it be determined to be illegal through legislation or court order.

14.3.3 Upon termination of membership during the membership year, the treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member as specified below.

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The amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall begin at the first pay date occurring on or after forty-five (45) calendar days from the termination of membership.

14.4 TRANSMITTAL OF DEDUCTIONS

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

14.5 PROCEDURE FOR REBATE

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

14.6 ENTITLEMENT TO REBATE

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

14.7 INDEMNIFICATION OF EMPLOYER

The Association agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board of Education might incur as a result of the implementation and enforcement of this Fair Share Section.

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ARTICLE 15

CRIMINAL RECORDS CHECK

15.1 The parties acknowledge that R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she meet the standards of R.C. §3319.39 relative to records checks and fails to do so. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:

15.1.1 Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. §3319.39.

15.1.2 The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.

15.1.3 The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

15.2 This section is the exclusive procedure for release of a bargaining unit employee from employment because of an adverse criminal records check in accordance with R.C. §3319.39. The bargaining unit member's release shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of employees. The release of an employee pursuant to this section is not subject to the grievance procedure.

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OCCUPATIONAL SAFETY AND HEALTH

16.1 Before exercising his or her right under R.C. §4167.06, an employee must contact his or her immediate supervisor or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. §4167.06, the employee must exhaust the process set forth in paragraph 2 (a-b) below.

16.2 The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:

16.2.1 An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, within two work days of the occurrence of the alleged violation.

16.2.2 If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two contract days of the supervisor's response. If the supervisor does not respond by the deadline, then the employee or Union representative in an attempt to resolve the alleged violation will meet with the superintendent at a mutually agreeable time within 10 contract days after the conference, the Superintendent shall provide the written response to the alleged violation.

16.3 An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged discrimination is in connection with a nonrenewal, any claim of discrimination under R.C. Chapter 4167 shall be raised only in the challenge to the nonrenewal, any claim of discrimination under R.C. Chapter 4167 shall be raised only in the challenge to the nonrenewal pursuant to R.C. §3319.11.

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ARTICLE 17

EVALUATION

17.1 This evaluation document supersedes Ohio Revised Code §3319.111.

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

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

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Minster Teachers Association, and in all extensions and renewals thereof.

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

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Minster Teachers Association for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Minster Teachers Association.

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The Superintendent and/or Treasurer as defined by R.C. 3319.02 are not subject to evaluation under this policy

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

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

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

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Student Learning Objectives" ("SLOs") - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

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

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17. 2 Standards Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective

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

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

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

17.3 Assessment of Teacher Performance

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

A. understanding student learning and development and respecting the diversity of the students they teach;

B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

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F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

17. 4 Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

C. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three school years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, each year a student achievement and teacher performance goal will be established at the beginning of the year and reviewed at the end of the year and will include one observation.

D. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every two years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, each year a student achievement and teacher performance goal will be established at the beginning of the year and reviewed at the end of the year and will include one observation.

E. The Board of Education may elect not to conduct an evaluation of a teacher who:

1. was on leave for 50% or more of the school year; or

2. has submitted written notice of retirement on or before Dec. 1 of the school year.

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

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

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

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17. 5 Formal Observation Procedure

A. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. Subsequent observations will be unannounced

B. A post-observation conference shall be held after each formal observation.

17. 6 Informal Observation/Classroom Walkthrough Procedure

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.

C. A completed form will be shared with the employee within two days of the walkthrough.

17. 7 Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences (excused or unexcused) for the school year will not be included in the determination of student academic growth.

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

A1. Teachers instructing in value-added subjects exclusively[1];

A2. Teachers instructing in value-added courses, but not exclusively[2];

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment are available[3].

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

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

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3 If used, only one (1) "shared attribution" measure can be utilized per instructor.

The 2014-2015 school year will begin using the 50% teacher performance and 50% student growth measure framework. The alternative framework will be discussed as an option when the framework is completely developed by ODE. An agreement between the Board and the MTA will be needed to change frameworks.

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

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

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual." Discuss this process now that 4th grade is departmentalized how to ensure rigor…..

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

A. above;

B. expected;

C. below

17.8 Final Evaluation Procedures

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

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Teacher Performance

	Accomplished	Skilled	Developing	Ineffective
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

17.9 Professional Growth Plans and Professional Improvement Plans

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

A. Teachers whose performance rating indicates above expected levels of student growth and an accomplished performance rating will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"

C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

17.10 Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of

Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

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

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

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

17.11 Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

17.12 Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions

"Retention" for the purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Comparable Evaluations" since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable

employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

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Definitions

"Retention" for the purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Comparable Evaluations" since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through non-renewal or termination, when the following has been demonstrated:

A. Failure of a core subject area teacher required to take a written examination to pass such examination.
B. Failure of a core subject area teacher required to take a written examination to complete required professional development
C. Failure of core subject area teacher to complete all required written examinations
D. Receipt of an "Ineffective" rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development.
E. Receipt by any teacher of two (2) consecutive evaluations with an "Ineffective" rating

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

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

Revised 6/17/13
Revised 11/18/13
Revised 8/11/14

ARTICLE 18

ECONOMICS ISSUES

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18.1 STRS PICKUP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teachers Retirement System of Ohio contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

18.2 TAX SHELTERED ANNUITIES

18.2.1 The Minster Board of Education provides the tax sheltered annuities for its employees.

18.2.2 New companies may be added only if an employee requests representation by said company and actually signs to participate with said company. The said company must abide by all IRS 403(b) regulations to be added to the list of providers. A company will be maintained so long as at least one (1) employee participates in that company's tax sheltered annuities and complies with IRS 403(b) regulations.

18.2.3 Teachers may authorize deductions for tax sheltered annuities by completing the proper authorization forms and submitting those forms to the Board Treasurer by January 1 of each calendar year. The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization, and receipt of compliance by said company with the IRS 403(b) regulations.

18.3 INSURANCES

18.3.1 Spousal Eligibility

(a) Employed spouses of employees who are eligible for insurance through their own employer by an employer-sponsored plan must take, at the minimum, the least expensive single plan through their own employer if the spouse's portion of the premium cost is less than the established amount by the MABT.

does not qualify for insurance through their employer, or (3) works in a school district or Educational Service Center served by the Mercer-Auglaize Benefit Trust (MABT).

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(c) All covered employees, including those who are single or automatically exempt, must complete and return the Spousal Eligibility Rule Form to the Treasurer's office on an annual basis during the enrollment period.

18.3.2 Should an employee of the Minster Board of Education, who is insured under an insurance plan other than the one provided by the Minster Local Schools, elect not to take any insurance coverage for which the employee is eligible, the Board will make available to the employee taxable cash payment in the amount of 15% of the Board's savings. Spouses who are both employed by the Minster Local Schools are eligible for one family plan for health, prescription drug and vision insurances, however, the Board will provide a dental plan to each spouse if so desired.

18.3.3 The enrollment period for insurance coverage normally is during the month of November each year. New employees shall be signed up upon employment but will also have a chance to change participation during the enrollment period. Each employee is responsible for providing a completed enrollment form to the Treasurer of his/her selection during the enrollment period. If an employee has not provided such notice by the deadline as specified in the enrollment procedures, then the Board will assume that the employee does not want to change insurance coverage through the School District. Thereafter, any teacher may elect insurance coverage only if there is a qualifying event. It is the responsibility of the employee to inform the treasurer of such a qualifying event.

18.3.4 The Board will make the following insurances available to bargaining unit members:

1. Medical Insurance: All plans offered by the Mercer Auglaize Benefit Trust Consortium. The base plan of the Board of Education is the Alternate PPO.
2. Drug (Copay as determined by consortium)
3. Dental
4. Vision
5. Group Term Life Insurance
   a. 7.5 hours per day -- $35,000
   b. Less than 7.5 hours per day- $18,000

18.3.5 The Board will pay the following percentage of the cost for each bargaining unit member for each insurance selected for the life of this agreement.

1. Group Life Insurance - 100% based on categories above.

2. The employee will pay the following percentages of premiums for Drug, Dental and Vision.

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Hours/Day Hours/Week Percentage Paid

Hours/Day	Hours/Week	Board Paid %	Employee Paid %
0-1.4	0-7.4	0%	100%
1.5-2.1	7.5-10.9	9%	91%
2.2-2.8	11.0-14.4	18%	82%
2.9-3.4	14.5-17.4	27%	73%
3.5-4.1	17.5-20.9	36%	64%
4.2-4.8	21-24.4	45%	55%
4.9-5.5	24.5-27.9	54%	46%
5.6-6.1	28.0-30.9	63%	37%
6.2-6.8	31.0-34.4	72%	28%
6.9-7.4	34.5-37.4	81%	19%
7.5	37.5	90%	10%

3. The employee will pay the following premiums on the Alternate PPO, High Deductible Health Plan with Health Savings Account and the Minimum Value Plan

Traditional PPO Plan No longer offered as of January 1, 2015

ALTERNATE PPO										
					2015		2016		2017	
Hours/ Per Day	Hours Per Week	Average Hrs/Day	Full Time Hrs/Day	FTE	Board %	Employee %	Board %	Employee %	Board %	Employee %
0-1.4	0-7.4	0	7.5	0%	0%	100%	0%	100%	0%	100%
1.5-2.1	7.5-10.9	1.8	7.5	24%	23%	77%	22%	78%	22%	78%
2.2-2.8	11.0-14.4	2.5	7.5	33%	32%	68%	31%	69%	30%	70%
2.9-3.4	14.5-17.4	3.15	7.5	42%	40%	60%	39%	61%	38%	62%
3.5-4.1	17.5-20.9	3.8	7.5	58%	48%	52%	47%	53%	46%	54%
4.2-4.8	21-24.4	4.5	7.5	64%	57%	43%	56%	44%	54%	46%
4.9-5.5	24.5-27.9	5.2	7.5	73%	66%	34%	64%	36%	62%	38%
5.6-6.1	28.0-30.9	5.85	7.5	81%	74%	26%	73%	27%	70%	30%
6.2-6.8	31.0-34.4	6.5	7.5	83%	82%	18%	81%	19%	78%	22%
6.9-7.4	34.5-37.4	7.15	7.5	96%	91%	9%	89%	11%	86%	14%
7.5	37.5	7.5	7.5	100%	95%	5%	93%	7%	90%	10%

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HIGH DEDUCTIBLE HEALTH PLAN WITH HEALTH SAVINGS ACCOUNT												
					2015		2016		2017		HSA BOARD CONTRIBUTION	
Hours/ Per Day	Hours Per Week	AveHrs/ Day	Full Time Hrs/Day	FTE	Board %	Employee %	Board %	Employee %	Board %	Employee %	SINGLE PLAN	FAMILY PLAN
0-1.4	0-7.4	0	7.5	0%	0%	100%	0%	100%	0%	100%	$0	$0
1.5-2.1	7.5-10.9	1.8	7.5	24%	23%	77%	22%	78%	22%	78%	$240	$360
2.2-2.8	11.0-14.4	2.5	7.5	33%	32%	68%	31%	69%	30%	70%	$333	$500
2.9-3.4	14.5-17.4	3.15	7.5	42%	40%	60%	39%	61%	38%	62%	$420	$630
3.5-4.1	17.5-20.9	3.8	7.5	51%	48%	52%	47%	53%	46%	54%	$507	$760
4.2-4.8	21-24.4	4.5	7.5	60%	57%	43%	56%	44%	54%	46%	$600	$900
4.9-5.5	24.5-27.9	5.2	7.5	69%	66%	34%	64%	36%	62%	38%	$693	$1,040
5.6-6.1	28.0-30.9	5.85	7.5	78%	74%	26%	73%	27%	70%	30%	$780	$1,170
6.2-6.8	31.0-34.4	6.5	7.5	87%	82%	18%	81%	19%	78%	22%	$867	$1,300
6.9-7.4	34.5-37.4	7.15	7.5	95%	91%	9%	89%	11%	86%	14%	$953	$1,430
7.5	37.5	7.5	7.5	100%	95%	5%	93%	7%	90%	10%	$1,000	$1,500

MINIMUM VALUE PLAN										
					2015		2016		2017	
Hours/ Per Day	Hours Per Week	Ave Hrs/ Day	Full Time Hours/Day	FTE	Board %	Employee %	Board %	Employee %	Board %	Employee %
0-1.4	0-7.4	0	7.5	0%	0%	100%	0%	100%	0%	100%
1.5-2.1	7.5-10.9	1.8	7.5	24%	23%	77%	22%	78%	22%	78%
2.2-2.8	11.0-14.4	2.5	7.5	33%	32%	68%	31%	69%	30%	70%
2.9-3.4	14.5-17.4	3.15	7.5	42%	40%	60%	39%	61%	38%	62%
3.5-4.1	17.5-20.9	3.8	7.5	51%	48%	52%	47%	53%	46%	54%
4.2-4.8	21-24.4	4.5	7.5	60%	57%	43%	56%	44%	54%	46%
4.9-5.5	24.5-27.9	5.2	7.5	69%	66%	34%	64%	36%	62%	38%
5.6-6.1	28.0-30.9	5.85	7.5	78%	74%	26%	73%	27%	70%	30%
6.2-6.8	31.0-34.4	6.5	7.5	87%	82%	18%	81%	19%	78%	22%
6.9-7.4	34.5-37.4	7.15	7.5	95%	91%	9%	89%	11%	86%	14%
7.5	37.5	7.5	7.5	100%	95%	5%	93%	7%	90%	10%

4. If the premiums increase at any time after January 1 of any calendar year, the Board of Education will pay those increases in addition to its percentage paid until December 31 of that year.

5. The Board of Education reserves the right to determine the insurance carrier.

18.4 EMPLOYEE ASSISTANCE PLAN

An employee assistance program shall be made available as part of the current health insurance coverage offered to the employees. The association recognizes that the school district shall evaluate the continuation of the program periodically. The association understands, recognizes and agrees that if and when the employer determines that the assistance program is to be discontinued, that neither it nor its employees shall have a right to grieve or otherwise contest the discontinuation of the program.

18.5 CAFETERIA PLAN

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18.5.1 The Board shall adopt and implement a "cafeteria plan" which would allow any employee portion of health insurance premium withheld through payroll deduction to be done on a pre-tax basis, as permitted under Internal Revenue Code Section 125 and all Treasury Regulations and ruling therein ("Code Section 125"). The "cafeteria plan" also covers non-reimbursable medical expenses and child care expense allocations consistent with applicable legal requirements. Employees shall elect to participate in the cafeteria plan in accordance with its terms; and an employee shall be permitted to change his election to participate in the cafeteria plan during the open enrollment period for the health insurance each year and the extent provided in such plan.

18.5.2 There is no fee for the health insurance premium part of the cafeteria plan. However, if other parts of the cafeteria plan require an enrollment fee or a monthly processing charge those fees will be handled as follows: the one time enrollment fee for the district will be paid by the Board and the monthly processing fee will be paid by the employee participating in the other parts of the cafeteria plan.

18.5.3 The Board shall be entitled to amend the cafeteria plan at any time to comply with the requirements of Code Section 125 or in any other manner upon prior notification to the Association.

18.6 RETIREMENT SEVERANCE PAY

18.6.1 Severance pay will be a one-time, lump sum payment to eligible employees. An employee's eligibility for severance pay will be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.

2. Retirement is defined as service retirement under the State Teachers Retirement System.

3. The individual must be eligible for service retirement as of the last date of employment.

4. The individual must within 60 days of the last day of employment prove acceptance into the retirement system by submitting to the treasurer a direct deposit notice.

5. The individual must have not less than 10 years of service with the Minster School District.

6. The individual must sign for severance check certifying all eligibility criteria have been met.

18.6.2 The amount of benefit due an employee shall be calculated by:

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1. The number of days severance pay for which the employee is potentially eligible will be determined by accrued sick leave. The number of accrued sick leave days will be divided by four (4).

2. The maximum number of accrued sick leave days eligible is two hundred sixty (260) which when divided by four (4) equals a maximum number of sixty five (65) days to be paid severance.

3. The number of days eligibility will be multiplied by the per diem rate.

4. The per diem rate will be determined by dividing the employee's yearly salary, as determined by his/her placement on the base salary schedule by the number of scheduled work days in the employee's contract.

5. Receipt of payment for severance pay will eliminate all sick leave credit accrued by the employee.

18.7 RETIREMENT INCENTIVE

1. From now- July 1, 2023 A teacher is eligible for retirement incentive the <u>first year</u> he/she meets the criteria listed below
   a. Age 55
   b. 25 or more years of experience
   c. A total of at least ten (10) years of service credit in the Minster Local School District
2. From Aug. 1, 2023 and beyond a teacher is eligible for retirement incentive the <u>first year</u> he/she meets the criteria listed below
   a. 30 years of experience
   b. A total of at least ten (10) years of service credit in the Minster Local School District
3. A teacher is eligible for retirement incentive so long as each of the following stipulations are followed
   a. The retiring teacher must submit his/her resignation letter for the purpose of retirement to the Superintendent no later than March 1.
   b. The retirement will be effective at the end of the school year. No teacher leaving in the middle of a school year will be eligible for the retirement incentive.
   c. The teacher must show receipt of his/her retirement benefits from STRS
4. The incentive paid to the teacher in a lump sum within sixty (60) days after all eligibility criteria are satisfied is equal to the teacher's per diem rate times that teacher's years of experience in education, but shall not exceed thirty (30) years.
5. It is the expressed intent of both the Board and the Minster Teachers Association that teachers will be eligible for this incentive at their first year of STRS service retirement eligibility.
6. For all teacher retirements under this program it shall be the employees' responsibility to provide acceptable written verification that his/her retirement

date will indeed be the first time he/she will be eligible for STRS service retirement.

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18.8 SALARY SCHEDULE

18.8.1 To qualify for training level Master + 15 or Master + 30 the additional hours may be graduate or undergraduate. They must be taken after a Masters Degree has been achieved.

18.8.2 If additional training is obtained during the year, the change on the salary schedule will be effective in the first pay of the school year provided adequate documentation is provided to the Treasurer at least two weeks before the first pay date and in the first pay in February provided adequate documentation is provided to the Treasurer by the first pay date in February. For changes on the salary schedule in February, the change will be computed based on the number of scheduled work days for the second semester.

18.8.3 The salary schedule will be based on the Minster Local School's Salary Index. The Index includes increments based on the following levels:

B.S.; 135 Hours; 150 Hours; Master's;
Master + 15; and Master + 30.

Levels of experience include 0-16, 20 and 25. A beginning teacher with no experience is placed upon the salary schedule at Level O. All other professional employees are to be assigned to the salary schedule in accordance with requirements of O.R.C.

18.8.4 Copy of agreed upon Salary Index Schedule is below.

18.8.5 Base salary:

2014-2015- $34,493
2015-2016- $35,355
2016-2017- $36,062

18.8.6 Hourly Rate For:

Extra Classroom . . . . . .000769 of BA – O per hour
LPDC Meetings . . . . . .0005 of BA – O per hour

Extra classroom is the rate established for approved summer school classes, out of school intervention programs, and part-time tutors.

MINSTER SCHOOLS **SCHOOL YEAR 2014-15** **BASE SALARY** **$ 34,493**

STEP	B.S.		135 HRS.		150 HRS.		MASTERS		MASTERS + 15		MASTERS + 30	
0	1.00	34,493	1.02	35,183	1.04	35,873	1.1	37,942	1.12	38,632	1.14	39,322
1	1.04	35,873	1.0625	36,649	1.085	37,425	1.15	39,667	1.1725	40,443	1.195	41,219
2	1.08	37,252	1.105	38,115	1.13	38,977	1.2	41,392	1.225	42,254	1.25	43,116
3	1.12	38,632	1.1475	39,581	1.175	40,529	1.25	43,116	1.2775	44,065	1.305	45,013
4	1.16	40,012	1.19	41,047	1.22	42,081	1.3	44,841	1.33	45,876	1.36	46,910
5	1.2	41,392	1.2325	42,513	1.265	43,634	1.35	46,566	1.3825	47,687	1.415	48,808
6	1.24	42,771	1.275	43,979	1.31	45,186	1.4	48,290	1.435	49,497	1.47	50,705
7	1.28	44,151	1.3175	45,445	1.355	46,738	1.45	50,015	1.4875	51,308	1.525	52,602
8	1.32	45,531	1.36	46,910	1.4	48,290	1.5	51,740	1.54	53,119	1.58	54,499
9	1.36	46,910	1.4025	48,376	1.445	49,842	1.55	53,464	1.5925	54,930	1.635	56,396
10	1.4	48,290	1.445	49,842	1.49	51,395	1.6	55,189	1.645	56,741	1.69	58,293
11	1.44	49,670	1.4875	51,308	1.535	52,947	1.65	56,913	1.6975	58,552	1.745	60,190
12	1.46	50,360	1.50875	52,041	1.5575	53,723	1.7	58,638	1.75	60,363	1.8	62,087
13	1.48	51,050	1.53	52,774	1.58	54,499	1.725	59,500	1.77625	61,268	1.8275	63,036
14	1.5	51,740	1.55125	53,507	1.6025	55,275	1.75	60,363	1.8025	62,174	1.855	63,985
15	1.52	52,429	1.5725	54,240	1.625	56,051	1.775	61,225	1.82875	63,079	1.8825	64,933
16							1.8	62,087	1.855	63,985	1.91	65,882
20	1.57	54,154	1.6225	55,965	1.675	57,776	1.85	63,812	1.905	65,709	1.96	67,606
25	1.62	55,879	1.6725	57,690	1.725	59,500	1.9	65,537	1.955	67,434	2.01	69,331

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MINSTER SCHOOLS **SCHOOL YEAR 2015-16** **BASE SALARY** **$ 35,355**

STEP	B.S.		135 HRS.		150 HRS.		MASTERS		MASTERS + 15		MASTERS + 30	
0	1.00	35,355	1.02	36,062	1.04	36,769	1.1	38,891	1.12	39,598	1.14	40,305
1	1.04	36,769	1.0625	37,565	1.085	38,360	1.15	40,658	1.1725	41,454	1.195	42,249
2	1.08	38,183	1.105	39,067	1.13	39,951	1.2	42,426	1.225	43,310	1.25	44,194
3	1.12	39,598	1.1475	40,570	1.175	41,542	1.25	44,194	1.2775	45,166	1.305	46,138
4	1.16	41,012	1.19	42,072	1.22	43,133	1.3	45,962	1.33	47,022	1.36	48,083
5	1.2	42,426	1.2325	43,575	1.265	44,724	1.35	47,729	1.3825	48,878	1.415	50,027
6	1.24	43,840	1.275	45,078	1.31	46,315	1.4	49,497	1.435	50,734	1.47	51,972
7	1.28	45,254	1.3175	46,580	1.355	47,906	1.45	51,265	1.4875	52,591	1.525	53,916
8	1.32	46,669	1.36	48,083	1.4	49,497	1.5	53,033	1.54	54,447	1.58	55,861
9	1.36	48,083	1.4025	49,585	1.445	51,088	1.55	54,800	1.5925	56,303	1.635	57,805
10	1.4	49,497	1.445	51,088	1.49	52,679	1.6	56,568	1.645	58,159	1.69	59,750
11	1.44	50,911	1.4875	52,591	1.535	54,270	1.65	58,336	1.6975	60,015	1.745	61,694
12	1.46	51,618	1.50875	53,342	1.5575	55,065	1.7	60,104	1.75	61,871	1.8	63,639
13	1.48	52,325	1.53	54,093	1.58	55,861	1.725	60,987	1.77625	62,799	1.8275	64,611
14	1.5	53,033	1.55125	54,844	1.6025	56,656	1.75	61,871	1.8025	63,727	1.855	65,584
15	1.52	53,740	1.5725	55,596	1.625	57,452	1.775	62,755	1.82875	64,655	1.8825	66,556
16							1.8	63,639	1.855	65,584	1.91	67,528
20	1.57	55,507	1.6225	57,363	1.675	59,220	1.85	65,407	1.905	67,351	1.96	69,296
25	1.62	57,275	1.6725	59,131	1.725	60,987	1.9	67,175	1.955	69,119	2.01	71,064

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MINSTER SCHOOLS **SCHOOL YEAR 2016-17** **BASE SALARY** **$ 36,062**

STEP	B.S.		135 HRS.		150 HRS.		MASTERS		MASTERS + 15		MASTERS + 30	
0	1.00	36,062	1.02	36,783	1.04	37,504	1.1	39,668	1.12	40,389	1.14	41,111
1	1.04	37,504	1.0625	38,316	1.085	39,127	1.15	41,471	1.1725	42,283	1.195	43,094
2	1.08	38,947	1.105	39,849	1.13	40,750	1.2	43,274	1.225	44,176	1.25	45,078
3	1.12	40,389	1.1475	41,381	1.175	42,373	1.25	45,078	1.2775	46,069	1.305	47,061
4	1.16	41,832	1.19	42,914	1.22	43,996	1.3	46,881	1.33	47,962	1.36	49,044
5	1.2	43,274	1.2325	44,446	1.265	45,618	1.35	48,684	1.3825	49,856	1.415	51,028
6	1.24	44,717	1.275	45,979	1.31	47,241	1.4	50,487	1.435	51,749	1.47	53,011
7	1.28	46,159	1.3175	47,512	1.355	48,864	1.45	52,290	1.4875	53,642	1.525	54,995
8	1.32	47,602	1.36	49,044	1.4	50,487	1.5	54,093	1.54	55,535	1.58	56,978
9	1.36	49,044	1.4025	50,577	1.445	52,110	1.55	55,896	1.5925	57,429	1.635	58,961
10	1.4	50,487	1.445	52,110	1.49	53,732	1.6	57,699	1.645	59,322	1.69	60,945
11	1.44	51,929	1.4875	53,642	1.535	55,355	1.65	59,502	1.6975	61,215	1.745	62,928
12	1.46	52,651	1.50875	54,409	1.5575	56,167	1.7	61,305	1.75	63,109	1.8	64,912
13	1.48	53,372	1.53	55,175	1.58	56,978	1.725	62,207	1.77625	64,055	1.8275	65,903
14	1.5	54,093	1.55125	55,941	1.6025	57,789	1.75	63,109	1.8025	65,002	1.855	66,895
15	1.52	54,814	1.5725	56,707	1.625	58,601	1.775	64,010	1.82875	65,948	1.8825	67,887
16							1.8	64,912	1.855	66,895	1.91	68,878
20	1.57	56,617	1.6225	58,511	1.675	60,404	1.85	66,715	1.905	68,698	1.96	70,682
25	1.62	58,420	1.6725	60,314	1.725	62,207	1.9	68,518	1.955	70,501	2.01	72,485

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18.10 NATIONAL BOARD CERTIFICATION

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A teacher who has National Board certification by February 1 of the school year will receive a $750 stipend. The Treasurer will pay the stipend by the first pay in June in a lump sum to each eligible teacher.

18.11 EMPLOYEE MENTOR TEACHER

All employee mentor teachers will work under the guidelines of the Auglaize/Mercer Entry Year Consortium with compensation determined and provided by the Consortium.

18.12 AUTOMATIC DEPOSIT

All employees are required to have their paychecks automatically deposited. Deposits may be made into four separate accounts and the bank and/or accounts may be changed during the year on advanced notice and completion of necessary authorization forms.

18.13 SUPPLEMENTAL SALARY SCHEDULE

18.13.1 The Board of Education reserves the right to determine which supplemental positions will be active for any given year.

18.13.2 It is the intent of the Board of Education that all supplemental positions be evaluated on a regular basis (at least every three years). Criteria for placement on the supplemental salary schedule are determined by the supplemental salary committee. The supplemental salary schedule is created using the base teacher salaru. In addition to routine evaluation, an individual may request that his/her supplemental position be re-evaluated. This review could result in a change in placement of a given position on the scale. The review is to be conducted by the supplemental salary committee with recommendation to the Superintendent. Changes which result from this review process Are not negotiable but will be implemented with the recommendation of the supplemental salary committee and the Superintendent and following Board approval.

ARTICLE 19

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LOCAL PROFESSIONAL DEVELOPMENT PLAN AND COMMITTEE

19.1 The parties agree that the Auglaize County Local Professional Development Plan and Committee has been adopted and approved by both the Board and the MTA. It is agreed by both parties that this agreement is explicitly intended to supersede ORC 3319.22 relative to the Local Professional Development Plan and Committees and Administrative Rule 3301-24-08 relative to the membership of the Administrative Committee. It is further agreed that all employees who serve on such committees will be reimbursed for the time actually spent at the actual meetings of the various committees at the same hourly rate identified in Section 18.9.6. Driving time and mileage will not be paid. The current Auglaize County Local Professional Development Plan is the Professional Development Plan utilized by the district and is subject to revisions and changes and amendments as specified in the plan as may be desired and/or required by Ohio Revised Code.

19.2 The Entry Year Program for Minster Local Schools is sponsored and directed by the Mercer/Auglaize Entry Year Consortium. The program is governed by the rules and regulations of the State of Ohio and approved by the Mercer/Auglaize Consortium.

ARTICLE 20

DURATION

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20.1 EFFECTIVE DATE

This Agreement shall take effect July 1, 2014, following ratification by the Association and the Board. This Agreement shall remain in effect for a period of three (3) years, ending June 30, 2017, except as noted below:

20.2 The Salary Schedule shall be applicable as follows:

20.2.1 Effective July 1 of each year for vocational employees.

20.2.2 Effective September of each year for all other professional employees covered by this agreement.

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ARTICLE 21

COMPLETE AGREEMENT

21.1 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 understandings 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 settles all demands and issues on all matters within the scope of bargaining.

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

21.3 Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated agreements not contained herein, shall not be binding upon the parties to this Agreement.

21.4 Suits to enforce the agreements or to enforce mediation awards should be brought in common pleas court in any county where a party resides or transacts business.

21.5 In witness thereof, we, the undersigned representatives of the Minster Local Board of Education and the Minster Teachers' Association, its officers and members, have hereunto set our hands this 19 day of May, 2014.

THE MINSTER TEACHERS' ASSOCIATION	THE BOARD OF EDUCATION MINSTER LOCAL SCHOOL DISTRICT
By: _____ Association Co-President	By: _____ Board Member-Negotiator
_____ Association Co-President	_____ Board Member-Negotiator
_____ Negotiator	_____ Superintendent

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