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## **NEGOTIATED AGREEMENT**

**Between**

**MILLCREEK-WEST UNITY LOCAL BOARD OF EDUCATION**

**And**

**THE MILLCREEK-WEST UNITY EDUCATION ASSOCIATION**

**West Unity, Ohio**

**July 1, 2014 – June 30, 2017**

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ATTACHMENT I PROFESSIONAL SALARY SCHEDULE

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The following negotiated agreement was bargained in accordance with Section 4117 of the Ohio Revised Code.

**ARTICLE 1**  
**RECOGNITION**

A. Association

The Millcreek-West Unity Local School District Board of Education, hereinafter referred to as the Board, recognizes the Millcreek-West Unity Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated employees who are under contract with the Board to teach a full school year (of not less than 120 school days), excluding substitute teachers and all full-time or part-time administrative staff who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.

B. Board

The Association agrees that the Board has the right and responsibility to direct, supervise, or hire employees; maintain and improve the efficiency and effectiveness of the school operations; determine the overall methods, process, means or personnel by which the school operations are to be conducted; suspend, discipline, demote, discharge, lay off, transfer, assign, schedule, promote or retain employees, determine the adequacy of the work force and to lay off employees for lack of work or lack of funds, except as otherwise agreed to by the terms and conditions of this agreement.

C. Membership

It is agreed by the Board and the Association that certificated personnel have the right to organize, to join and support the Millcreek-West Unity Education Association for their professional and/or economic improvement. Membership in the Association shall not be required as a condition of employment.

D. Definitions

Negotiations – Negotiations will be in good faith pertaining to salaries, hours, working conditions and other matters of concern between the Board and Association.

Good Faith – The obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are negotiable. All parties are obligated to deal openly and fairly with each other. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. Such obligation shall not require either party to change his proposal on any matter being negotiated.

Party – Party, when used, shall mean the Association and the Board.

Day – Day means calendar day unless otherwise indicated.

**ARTICLE 2**  
**NEGOTIATIONS**

A. Negotiating Procedures

1. Initiating Negotiations

A. All requests for the initiation of negotiations shall be made between March 1<sup>st</sup> and March 15<sup>th</sup>. The request initiated by the Association shall be directed to the Superintendent. The request initiated by the Board shall be directed to the Association President. The written request for negotiations shall include:

1. Date of letter
2. Statement requesting opening of negotiations.

B. A written reply shall be sent by the receiving party within five (5) days of receipt of said request. This letter shall include:

1. Date of letter
2. Time, place and date of three (3) proposed dates for the initial negotiating session.

2. Negotiations Sessions

A. The parties shall meet at a time and place as established under Section A of this Article for the first negotiating session. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.

B. The initial meeting will be held for the purpose of exchanging proposals. Subsequently, no new proposals shall be presented by either party unless otherwise mutually agreed upon.

3. Negotiating Teams

A. Each team shall be made up of three (3) people of the party's choice with either party entitled to an additional consultant.

B. The designated representatives of the Board and the Association agree to make available to each other upon written request, within ten (10) days, all available public information.

C. Caucuses

Either group shall have the right to recess for independent caucus at any time. Each caucus shall be limited to thirty (30) minutes, unless otherwise mutually agreed.

B. Agreement

When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President of the Association. Upon the receipt of notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

Only if the agreement is ratified and approved by both the Association and the Board shall it become part of this contract. No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the association. Upon ratification by the Board, the President of the Board will have the obligation and authority to sign the agreement.

C. Disagreement

1. If agreement is not reached within sixty (60) days prior to the expiration date of the contract, either the Board or the Association may submit all unsettled issues in dispute to mediation and declare a state of impasse to exist, unless the parties mutually agree to negotiate beyond the sixty (60) days.
2. If impasse is declared, the Association and the Board shall jointly call upon the services of the Federal Mediation and Conciliation Service to help resolve the impasse.
3. The Mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract. With mutual agreement, the services of the Mediator may be used following the expiration date of the contract.
4. The Association may exercise its right of Section 4117 of the Ohio Revised Code, including the right to strike, upon expiration of the impasse proceedings.

D. Negotiations – General Provisions

Each party shall maintain the items under consideration in confidence. No news releases shall be made except by mutual agreement. Meetings shall be scheduled without interruption of school schedules, except as mutually agreed to do otherwise.

When agreement has been approved by the Association and the Board of Education, the Board of Education shall furnish an electronic pdf copy of the Agreement to the Association President and shall post a copy of the agreement on the District intranet.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

Definition of Grievance

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this collective bargaining agreement.

A grievant shall be defined as the person(s) and/or association who have allegedly been harmed by the alleged violation, misinterpretation or misapplication of this contract.

Day(s) shall be defined as a week day excluding Saturdays, Sundays, and holidays.

Step One

Any grievant shall first discuss the alleged grievance with his/her immediate principal and indicate that this is step one of the grievance procedure. Both parties may be accompanied by an employee of the district. Every effort shall be made to resolve the grievance at the informal level.

Step Two

If this discussion at step one does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to file a written grievance with the building principal involved in step one. If said grievance is not filed within twenty-one (21) days after the discovery of the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. This waiver shall prevent the grievant from filing a grievance at a later date on the same issue on the basis that there is a continuing violation of the contract. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of said grievance shall be filed with the principal involved in step one. The grievant shall have a right to request a hearing before the building principal at this level. It shall be at a time mutually agreeable to the grievant and his/her principal within ten (10) days of filing the written grievance.

The building principal shall take action on the grievance within seven (7) days after the receipt of said grievance, or if a hearing is requested, within seven (7) days after the conclusion of said hearing. The action taken and the

reasons for the action shall be reduced to writing by the principal and sent to the grievant. If his or her immediate principal is not available, the grievance may be advanced to the next level seven calendar days after evidenced (dated and initialed by a school administrator) attempted filling with the immediate principal.

### Step Three

If the action taken by the principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or his/her designee. Failure to file such appeal within seven (7) days from the receipt of the written decision of the principal shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) days of the receipt of the request or at a mutually agreed date. The grievant and the Superintendent shall arrange an acceptable time, place and date of said hearing and shall have the right to be represented at such hearing by a representative of the Association and the Superintendent may be represented by a person of his/her choice.

The Superintendent or designee shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing or within seven (7) days of the receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the building principal.

### Step Four

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board of Education. Failure to file such appeal within seven (7) days from the receipt of the written decision of the Superintendent shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Board of Education at the next regular meeting after the receipt of the request or at a mutually agreed date. This hearing shall be conducted in executive session. The grievant and the Treasurer shall arrange an acceptable place and time of said hearing and the grievant shall have the right to be represented at such hearing by up to two (2) representatives of the Association and the Board of Education may be represented by persons of their choice.

The Board of Education shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing or within seven (7) days after the next regular meeting of the Board of Education after the Receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the Superintendent.

### Step Five

Within five (5) days of receipt of the step four decision, or if the Board of Education fails to file a timely response, the grievant, if not satisfied, may request in writing to the Superintendent and the American Arbitration Association to have a hearing before a binding arbitrator.

Selection of the binding arbitrator shall be by mutual agreement by a representative of both parties from a list supplied by the American Arbitration Association. Selection of the binding arbitrator shall be pursuant to the rules of the American Arbitration Association.

The hearing shall be scheduled to take place at the earliest possible date. The cost of the binding arbitrator shall be shared equally by the parties.

The arbitrator's binding disposition of the grievance will be forwarded to the Association President and the Board of Education President. The association and the Board shall accept as binding the disposition of the mutually agreed upon binding arbitrator.

### General Provisions

A. The time limits provided for in the Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15<sup>th</sup> of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

- B. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure, except that the Association will be informed of any result that affects the agreement.
- C. Any grievance not answered by the Administration within the time limit for that step shall permit the grievant to proceed to the next step of the grievance procedure.
- D. All grievances, processed responses and dispositions under this grievance procedure shall utilize the prescribed grievance procedure forms contained in this negotiated agreement.
- E. The Association shall have the exclusive right to determine whether to proceed to the binding arbitration step of the procedure.
- F. Every attempt shall be made to schedule all meetings and hearings at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- G. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- H. A grievance may be withdrawn by the Union at any time without prejudice.

NAME OF GRIEVANT \_\_\_\_\_

GRIEVANCE NO. \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

DATE \_\_\_\_\_ BUILDING \_\_\_\_\_

STEP II

GRIEVANCE REPORT FORM  
(To be filed – with the Principal)

A. Date \_\_\_\_\_ of \_\_\_\_\_ Grievance

B. (1) Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

(2) Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant

Date

C. Disposition by Administrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

1 Copy to Each of the Following:

- Grievant
- Association Representative
- Superintendent

NAME OF GRIEVANT \_\_\_\_\_

GRIEVANCE NO. \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

DATE \_\_\_\_\_ BUILDING \_\_\_\_\_

STEP III

GRIEVANCE REPORT FORM  
(To be filed – with the Superintendent)

A. Position of Grievant \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

B. Disposition by the  
Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

1 Copy to Each of the Following:

- Principal
- Grievant
- Association Representative
- Superintendent

NAME OF GRIEVANT \_\_\_\_\_

GRIEVANCE NO. \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

DATE \_\_\_\_\_ BUILDING \_\_\_\_\_

STEP IV

GRIEVANCE REPORT FORM  
(To be filed – with the Board of Education)

A. Position of Grievant \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

B. Disposition by the Board of Education \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

1 Copy to Each of the Following:

- Principal
- Grievant
- Association Representative
- Superintendent

**ARTICLE 4**  
**JOINT ADMINISTRATION – ASSOCIATION MEETINGS**

The representatives of the Administration will meet once a month with building representatives of the Association, with a maximum of four (4) persons each, at the request of either party to discuss matters not contained in this agreement. The meeting will be held at the earliest possible time agreeable to both parties.

The Superintendent or his/her designee and the President of the Association or his/her designee will be in attendance at these meetings. Minutes of the meetings, including the decisions reached, will be placed in writing and submitted to the Superintendent and the Association President.

**ARTICLE 5**  
**ABSENCE**

Members shall report all absence days by submitting the information into the AESOP online management system for approval. A member needs to indicate if the day is for a specific immediate family member, or if the day is for the member. For professional meetings, the staff members shall fill out a Professional Leave Request Form for approval prior to being absent for any professional meeting day.

A. Sick Leave

Each member of the bargaining unit who is employed by the district shall be granted sick leave with pay at the rate of one and one-fourth (1 ¼) days per month of service to a maximum of fifteen (15) days per school year. Sick leave shall be cumulative to two hundred forty (240) days. Certified employees without accumulated sick leave will be advanced five (5) days for the remainder of the current school year with the provision that such advanced sick leave shall be recovered from final settlement from any employee who leaves or terminates his contract prior to the completion of the current school year. Those employees that remain in the employment of the Board shall restore the advance leave the following year.

Members may use sick leave for absence because of the following reasons:

1. Personal illness, injury, pregnancy or illness caused by pregnancy
2. Exposure to a contagious disease which could be communicated to others.
3. Illness or injury in the member's immediate family. "Immediate Family" means spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandchildren, grandfather, and grandmother.
4. In the event of the death of a member's immediate family as described in number 3 - the member may use up to five (5) days of sick leave or any additional time as authorized by the Superintendent in his/her sole discretion.

B. Personal Leave

All certificated employees are granted personal leave at their rate of employment for private business and emergencies not covered by sick leave. The amount of personal leave will be a maximum of three (3) unrestricted days per school year. These days are non-accumulative.

These days may not be used the day prior to or after a vacation day for the purpose of extending a vacation period. Unrestricted leave requests for a day prior to or after a vacation day will assure the administration that the purpose of the request is not to extend a vacation period. Days may not be used on days when the member is administering or assisting in the administration of a State mandated test.

At the end of each contractual year, unused personal leave days shall be converted to sick leave and added to the member's accumulation. If member has accumulated the maximum number of sick days, they shall be reimbursed at sub pay for all unused days each year.

Only 10% of the certificated employees may use personal leave at any one time. Requests for personal leave must be submitted for approval at least five (5) days prior to the date of absence when possible.

C. Medical Leave

Each member of the bargaining unit who is unable to work because of illness and/or other disability, including, but not limited to pregnancy and who has exhausted or chosen not to utilize his/her sick leave benefits, shall be placed on an unpaid leave of absence for the period of time said member is medically unable to perform his/her duties to a maximum of two (2) consecutive years at his/her request.

Any member placed on medical leave without pay may continue to participate in any and all of the group insurance plans provided that he/she pays 100% of all his/her premiums of his/her choice in advance each month.

At the expiration of a medical leave, the Superintendent or designee shall require a returning member to provide a medical statement from his/her physician that he/she is able to resume his/her duties.

Upon the return to service of the member at the expiration of such leave, he/she shall resume the contract status which he/she held prior to such leave.

D. Legal Obligations – Jury Duty

In the case of jury duty, or when subpoenaed by a court of law for school related business, the Board will grant a leave of absence for legal purposes. The member serving on jury duty shall endorse to the Treasurer of the Board of Education, all fees received by him/her for serving on jury duty within ten (10) days of receipt of same.

E. Professional Meetings

Expenses for professional meetings attended by certified staff members, upon approval by the Board of Education, will be paid by the Board of Education upon submission of expenses and a report of the meeting attended to the Board of Education.

The member may request the professional meeting registration fee be paid in advance by the Treasurer's Office if submitted two weeks prior to the registration deadline. The member must submit a completed registration form and requisition which is signed by the appropriate building principal with a copy to the superintendent.

If the member requires lodging for overnight stay related to the professional meeting, the school district shall reimburse the member up to one hundred and seventy five dollars (\$175.00) per night. A state and/or city tax exempt form must be requested by the member to be used by the member. Lodging registration is the responsibility of the member.

Reimbursement for professional meeting expenses related to meals (up to \$40 per day), mileage (to be paid at IRS rate), and other approved fees will be paid to the member upon completion of an Expense Report. All receipts for expenses must be attached. The form must be submitted within thirty (30) days of the completion of the conference or no reimbursement will be required.

The Treasurer's Office must be notified immediately if the member cancels attendance to the professional meeting in order to recoup any registration fees paid in advance. The member shall be responsible for any costs incurred due to the cancellation unless the cancellation is due to emergency circumstances beyond the member's control.

F. Parental Leave

Leave without pay for a period not to exceed beyond ninety (90) days will be granted to certified members requesting such leave which shall include adoption. The date established for the beginning of such leave shall be established by the member. The request shall be submitted at least thirty (30) days prior to the date of which the leave would be scheduled to begin. This provision may be waived by the Superintendent in cases of emergency.

Upon return to service at the expiration of such leave, the teacher will resume contract status which he/she held prior to such leave and the teacher shall be returned to the same position held prior to the leave if it

occurs in the same school year. The bargaining unit member may return from the leave earlier than established should he/she be able to return sooner, with the approval of the Board of Education. In the event of reduction in force, the provisions of reinstatement will be subject to the reduction in force agreement.

G. Assault leave

Any teacher who is assaulted physically and/or mentally shall receive assault leave from the day of the assault. The leave shall not be deducted from the employee's sick leave accumulation. The assaulted teacher shall inform the Superintendent of his/her need to use assault leave. Documentation approval shall be through current sick leave form.

H. Family and Medical Leave

In addition to the leaves of absence provided for by this contract, all bargaining unit members shall be guaranteed rights and benefits of the Family and Medical Leave Act of 1993 (Public Law 103-3), which are separate from, and in addition to, the leaves provided for in this contract.

For purposes of determining eligibility, the anniversary date shall be determined by the first day of FMLA usage by each employee.

**ARTICLE 6**  
**DUES, DEDUCTIONS AND PAYROLL**

A. Pay Periods

Teachers will be given the choice of one of the following two (2) options regarding payment of their salaries:

1. Twenty-six (26) equal installments to be paid every other Friday commencing with the second Friday of the school year.
2. Twenty-six (26) equal installments with the first twenty (20) payments made as in "1" above and the last six (6) to be paid in one lump sum on the twenty-first (21) pay period, provided that teacher has terminated his/her services with the Board of Education by that time or his/her services have been terminated by the Board of Education by that time.

B. Payroll Deductions

Bargaining unit members are entitled to the use of the payroll deductions for the following:

1. Membership dues for the teaching association.
2. Insurance partially provided for by the Board of Education.
3. Annuities as stated in Board Policy as follows:
  - a. A new company must be approved by the Board of Education
  - b. There must be a minimum of three (3) employees to participate in the program
  - c. The open period for new policy holders and changes in the existing policies will be limited to the months of September and January.
4. EPAC (Educators for Political Action Committee). A Payroll Deduction authorization form must be signed by the individual requesting the education and submitted to the Treasurer of the District. The form shall indicate the amount of each deduction and the number of deductions to be made.
5. 125 Plan

C. Dues Deductions

Upon written request (authorization form is acceptable) of a member, received by the Treasurer between September 1<sup>st</sup> and September 15<sup>th</sup> of each school year, the Treasurer shall deduct Association dues from the pay check of a member. Deductions shall be made in twenty (20) equal installments beginning with the

second pay in September. The Treasurer will remit payment to the local association monthly with the one monthly payment made by the 25<sup>th</sup> day of each month.

Exceptions such as a teacher being employed after the beginning of the school year will be considered.

#### D. Fair Share Fee Deduction

1. The employer shall deduct from the pay of employees who elect not to become or remain members of the Millcreek-West Unity Education Association a fair share fee for the Association's representation of such non-members during the term of this Agreement. 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.

- a. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about September 15<sup>th</sup> of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

2. Schedule of Fair Share Fee Deductions:

- a. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

- b. The employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

3. Transmittal of Deductions

The Employer shall accompany each such transmittal with a list of names of the employees for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

4. Procedure for Rebate

The Association represents to the employer that an Internal rebate procedure has been established in accordance with Section 4117.09 of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee 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 for the United States and the State of Ohio.

5. Entitlement to Rebate

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

6. Indemnification of Employer

The Association agrees to indemnify the employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The employer shall give the Association a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

- b. The Association reserves the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the employer from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the employer as will create or foster a conflict of interest.
- c. The employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding.
- d. The employer shall permit the Association and/or its affiliates to intervene as a party.
- e. The employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae.
- f. The Board must act in good-faith compliance with the fair share fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.

**ARTICLE 7**  
**EMPLOYMENT**

A. Reduction in Force

1. Staff Reductions

The following procedures shall govern the reduction of certified staff made necessary as a result of the reasons set forth in Ohio Revised Code section 3319.17, lack of sufficient operating funds, financial reasons, decreased enrollment of pupils on a district, building, or grade level, return to duty of regular teachers after leaves of absence, suspensions of schools or territorial changes affecting the district.

2. Attrition

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with O.R.C. 3319.11 and other related sections of this Master Agreement.

3. Reduction Other Than By Attrition

To the extent that reductions under "A" are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff means that a teacher's contract(s) will be suspended.

In making any such reduction, the Board of Education shall proceed to suspend contracts in accordance with the recommendation 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.

On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

Any teacher who has been laid off shall have his name placed on a recall list.

4. Seniority and Certification

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

Seniority shall be determined by the length of continuous service in the school system.

Among those with the same length of continuous service, seniority shall be determined by:

- a. The date of the board meeting in which the teacher was hired; and then by
- b. A coin flip.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this contract. However, once an individual's name is removed from the recall list pursuant to Ed-4 below, that person's seniority within the system is broken. The continuous service of a teacher, who has returned to employment, will be measured from the date of return.

On or about January 30<sup>th</sup>, of each school year, the Association President shall receive in writing, a copy of the seniority list.

#### 5. Recall

- a. Teachers on the reduction in force list shall return to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are certified, before any permanent teacher, full, part-time or substitute is hired.
- b. In the event a vacancy(s) becomes available, the Board will recall the teacher to active employment status by giving written notice to the teacher.

Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the board, in writing, of any change in address.

- c. A teacher on the reduction in force list shall have the right to accept or refuse a position which is offered. However, if the teacher refuses a position for which they are qualified which is equal in hours to the position from which they were rified, they will be deleted from the recall list. Then the offer of the position shall go to the next certified teacher on the recall list.
- d. A teacher's name shall remain on the reduction in force list for two (2) school years (July 1 – June 30) following the date he/she is placed on the list.

#### B. Vacancies (Supplemental Contracts Excluded)

This section is to provide an orderly process through which a certificated employee of the Millcreek-West Unity School District will be able to learn of teaching vacancies in the system for which he/she may wish to apply. Nothing agreed to herein shall diminish in any way the Board's authority to employ teachers as directed by legislation in O.R.C. 3319.07 and 3319.08.

1. The Superintendent will prepare a list of teaching vacancies upon the acceptance of the resignation by the Board of Education. This list will be given to the president of the local teacher's organization with the available positions. Positions will be emailed to each member at his/her district email address and posted on the District Website. The positions will not be filled for a period of five (5) days from the date of the email.
2. Teachers will be provided a Notice of Interest Form before the end of the school year on which they may indicate interest for vacancies which may become available during the summer. If a teacher has indicated interest in a potential vacancy on the form the teacher will be contacted during the posting period regarding his/her interest in the position.
3. In filling such vacancies, preference will be given to system seniority as designated in Article VII EMPLOYMENT Part A, Part 4 (Seniority and Certification) in the Millcreek-West Unity Schools.

4. If a teacher's request for transfer is not approved, the Superintendent or principal will hold a conference with that teacher to discuss the assignment within 15 days after the Board's action. If a resignation is submitted after July 30<sup>th</sup> and the process of accepting applications is necessary prior to the official action of the Board of Education so that the acceptance of the resignation and the filling of that same position can be completed at the same meeting, the association president will be notified at least 3 days prior to the board meeting date at which the official action will take place.

C. Assignment – Transfer (Supplemental Contracts Excluded)

This provision establishes guidelines which will inform a teacher of his/her position for the coming school year. This section also outlines the procedures which will be followed when a transfer of teaching assignment is being considered.

1. A letter of the intent of assignment for the next school year shall be issued to each certificated staff member by June 1<sup>st</sup> if the assignment is different than the current year.
2. A letter of assignment for the next school year shall be issued to each staff member by July 1st for those differing from June 1<sup>st</sup> intent. This shall include grade level, subject area and building.
3. If circumstances such as, but not limited to, enrollment, certification and change of number of class periods necessitate a change after June 1<sup>st</sup>, it shall be the Superintendent's right to make such change of assignment as provided in O.R.C. 3319.01. A conference will be held shortly after the needed change is known, between the Superintendent or his designee and the teacher, to explain why the change is necessary.
4. Any request for transfer indicated on the Notice of Interest form on file shall be consulted prior to making transfer assignments.
5. In filling such assignment, if all other factors are relatively equal, length of service in the Millcreek-West Unity Schools will be given preference. The above provision will not be construed to limit the Board's right to fill vacancies from outside the present staff when the situation necessitates.

D. Employment

1. Contract Sequence

- a. A new employee shall receive a one-year regular contract from the Board of Education.
- b. A second contract shall be for one year with the Board reserving the right to issue a contract of longer duration by a recommendation from the Superintendent.
- c. Subsequent limited contracts shall be for three years with the Board reserving the right to issue one year or two year contracts with the teacher(s) having from the Superintendent, the reasons for the contract(s) of less than three years when recommended by the Superintendent.
- d. Nothing in 1, 2, or 3 above shall prevent the Board from employing teachers on contracts longer than the limits imposed by 1, 2, or 3 above when recommended by the Superintendent.
- e. Teacher(s) who become eligible for continuing contract status during a multi-year contract may request the Superintendent to recommend continuing contract status for the teacher(s) to the Board of Education at its next regularly scheduled meeting. Said request will be acted upon by the Board.

2. Continuing Contract Eligibility

1. Any bargaining unit member employed by the Board who will be eligible for a continuing contract for the succeeding year shall provide written notice to the Superintendent that the member is eligible for a continuing contract no later than November 1 of the school year in which their current limited contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. It is the member's responsibility to maintain and track all

documents necessary to be approved for continuing contract. A member may withdraw, in writing, his/her request for a continuing contract at any time prior to Board action.

2. Failure to notify the Superintendent by applicable deadline shall be a waiver of the member's eligibility for the continuing contract for the following school year. If the teacher fails to notify the Board, he/she may be given a one (1) year limited contract for the following school year rather than a continuing contract. Notice received after the applicable deadline shall not serve as the notice required by this Section for the following school year.
  3. If a member reaches eligibility during the term of a multi-year limited contract, the member may still notify the Board of his/her eligibility and the Board may grant the member a continuing contract.
  4. If a member submits his/her request for continuing contract, and the Superintendent determines that the member is in need of further professional development, the member may be issued a one or two year extended limited contract. Upon completion of this extended limited contract, the member must either be granted a continuing contract or be non-renewed.
  5. A member becomes eligible upon satisfaction of the requirements of either Ohio Revised Code section 3319.08 or 3319.11. <http://codes.ohio.gov/orc/3319.08> and <http://codes.ohio.gov/orc/3319.11>.
  6. Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by Article VII, if the Superintendent believes that the member is in need of further professional development, he/she may recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.
  7. The provisions of this Section are intended to and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contract.
3. Termination of a Limited or Continuing Contract

Nothing, herein, shall prevent the right(s) of a teacher(s) to request a termination hearing as provided by O.R.C. 3319.16 and 3319.161 respectively.

4. Non-Renewal of Limited Contract(s)  
(Supplemental Contracts Excluded)
- a. In the year of the expiration of the limited contract(s) under which the teacher(s) is/are employed, the Superintendent shall notify, by May 10, the teacher(s) whom he believes will not be renewed. At the request of the teacher, made within two (2) work days of the date of the notice, the Superintendent shall give a written statement as to why the teacher's contract will be recommended for non-renewal. The statement shall be provided within five (5) days of the request.
  - b. The written reasons provided by the Superintendent when requested in writing from the teacher(s) will be actual reason(s) for the Superintendent's recommendation for non-renewal of the teacher(s) limited contract(s), i.e.:
    - i. Performance record of the teacher(s), which will include current evaluations
    - ii. Defined activities of the teacher(s) which could diminish his/her effectiveness as a teacher(s).
    - iii. Other just cause(s) defined.
  - c. Within five (5) work days of the notice from the Superintendent, the teacher may request, in writing, a hearing before the Board at a special or regular board meeting. The hearing will be held before June 1st of the year in question. The teacher shall be notified of the date of the hearing, in writing.

- d. The teacher(s) may have the following rights at the Board non-renewal hearing. To request and have:
  - i. A public or executive session.
  - ii. A Representative of the Association
  - iii. A Representative of his/her choice.
  - iv. A Representative of the school district.
  - v. Written materials to present to the Board from the school district and the school files.
- e. Within five (5) school days and after reviewing the data presented to the Board of Education, the Board will take action on the Superintendent's recommendation of non-renewal of the teacher(s) limited contract and notify the teacher of its decision in writing.
- f. The provisions of this section are intended to supersede conflicting language of O.R.C. section 3319.11.

5. Retired Employees Re-employed By Board in Bargaining Unit Positions

- a. Teachers who have retired and who are or will be receiving benefits through STRS or any other retirement system may be employed by the Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the West Unity Board of Education or not, will be offered employment. The district reserves the right to offer or not to offer such employment selectively, based on the needs of the district, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.
- b. The salary to be paid to the retired teacher for each year of employment shall be at step 5 of the negotiated agreement salary schedule.
- c. Individuals employed pursuant to this provision shall not be eligible for health insurance benefits provided under this Agreement unless STRS changes its regulations and does not offer health insurance for rehired retired teachers. Should that occur the rehired retired teacher shall be offered a paid health benefit package at the Board paid percentages.
- d. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.
- e. Each one year contract shall automatically expire upon the completion of the year and it shall not be necessary for the district to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- f. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- g. In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit.
- h. Teachers employed pursuant to this provision shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit. In addition, teachers employed pursuant to this provision shall not be permitted to accumulate personal leave days and carry them over into the next school year if re-employed by the Board. Teachers employed pursuant to this provision shall start each new school year with a personal leave balance of zero.
- i. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including, but not limited to, Sections 3319.11, 3319.111, 3319.141, 3319.22, Chapter 3317 of the Ohio Revised Code and Chapter 3301-24 of the Ohio Administrative Code.

## E. Evaluation

All bargaining unit members meeting the statutory definition of teacher pursuant to the Ohio Revised Code shall be evaluated in accordance with the Board adopted evaluation policy and any memoranda of understanding entered into by the parties.

Bargaining unit members who do not meet the statutory definition of teacher shall be evaluated according to this Article. Those members shall be observed and evaluated using the same timelines and frequency for OTES teachers as set forth in the Board adopted evaluation policy and any memoranda of understanding entered into by the parties. The evaluation form in effect for the 2013-2014 school year shall be the form utilized for these evaluations.

It is agreed that any complaints regarding violations of either this Article or the Board adopted evaluation policy shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of any evaluation requirements of Ohio Revised Code Section 3319.11 with which this provision is in conflict.

Teacher evaluation in the Millcreek-West Unity School District shall serve a dual purpose:

1. To provide a sound basis for teacher improvement
2. To provide an objective measure of teacher effectiveness.

The teaching evaluation instrument presently being utilized will be the proper form for teacher evaluation. Upon the request of either party, this instrument will be reviewed with the results recommended to the Board of Education for adoption. The committee will be composed of teachers, maximum of (3) appointed by the Association President, and Administrators appointed by the Superintendent. This recommendation must be approved by the Board of Education prior to August 1<sup>st</sup> to be effective for the following school year.

The building principal has the primary responsibility for teacher evaluation.

First year teacher is identified as the initial year on the salary schedule. The total evaluation will include those areas within the total school setting with emphasis on the classroom observation. The classroom observation, of the total evaluation, will be for a minimum of 30 minutes. A conference will follow each evaluation with the evaluatee receiving a copy of the complete evaluation at least one day in advance of the conference. This conference may be held prior to the 24-hour period, if agreeable to both the principal and the teacher. The conference must be held within 5 working days of the evaluation unless additional time is approved by both parties.

The teacher may attach a statement to all documents pertaining to renewal or non-renewal. This statement must be attached to the document within 10 working days of receipt of the document by the teacher.

A copy of all documents pertaining to renewal and non-renewal will be given to that teacher.

Items to place on evaluation instrument:

1. Teacher signature will indicate that he/she read the evaluation.
2. Comments pertaining to unsatisfactory areas. This will depend upon the areas defined on instrument

## F. School Calendar

The work year for members of the bargaining unit will consist of no more than one hundred and eighty-four (184) days. Beginning with the 2015-2016 school year, the work year for members will consist of no more than one hundred eighty three (183) days. There shall be one (1) set mandatory prep day during the school year. The elementary bargaining unit members will use one floating day prior to the beginning workday rather than at semester break. Junior High and High School will utilize work day at semester break. Junior High and High School will have the option to use the floating day prior to the beginning work day rather than the day at the semester break. Members will sign in and out of his/her respective buildings for an accumulation of six (6) hours and fifty five (55) minutes during the three (3) weeks prior to the start of school.

G. Teaching Hours and Load

Length of Workday

The maximum length of workday for members of the bargaining unit shall be seven (7) hours and twenty-five minutes.

Duty Free Lunch

Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute duty-free lunch.

Substitute by Period (45 minutes constitutes a period)

A teacher can be asked to substitute during a conference period and if the teacher accepts the assignment will be reimbursed \$20.00 per period to cover the class.

H. Preparation Time

Members of the bargaining unit shall be provided no less than two hundred (200) minutes per week as planning and conference time. This time will not be made up if it occurs during assemblies, calamity or delay time, or if a substitute cannot be secured for physical education, music or art class, which would occur at that scheduled preparation time. Effort will be made to schedule one such period per day.

I. Personnel Files

There shall be only one personnel file whose contents may be used in making and/or supporting and/or substantiating personnel decisions. This file shall be maintained in the office of the Board of Education and its contents must be accurate, relevant, timely and complete. All documents placed in the personnel file shall be reviewed with the employee and the employee shall sign and date the document before placement in the file. The signature verifies only that the employee has viewed the document and has the right to attach a written rebuttal. The Superintendent and Principal may keep a personnel file for anecdotal and informational purposes.

Any staff member shall have the right to review with the Superintendent or his/her designee the contents of his/her sole official personnel file and shall have the right to attach comments in the file.

Any document or notation placed in the official personnel file which adversely reflects upon the staff member's conduct, service, character or personality shall be reported to the staff member and he/she will be permitted to read the document or notation. Staff members may copy any document in their file at no cost.

Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.

J. Teacher Facilities

The Board of Education will make available for members use of the following:

1. Restrooms
2. Lounge
3. Work area
4. Parking area

**ARTICLE 8**  
**OTHER PROVISIONS**

A. Use of Facilities

School district facilities may be used at reasonable time for Association meetings upon request by the Association and approval by the administration.

B. School Calendar

Prior to recommending the school calendar to the Board, the Superintendent will meet with representatives of the Association to consider their recommendation.

C. Access to Members

Members of the local Association employed by the Board of Education may meet with fellow members of the Association to conduct official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. All other personnel will be considered as visitors and follow Ohio Revised Code sections 2917.211 and 3313.20.

D. Dissemination of Information

The Association may use designated bulletin boards in faculty rooms for Association business. The Association may use employee mailboxes for communication to bargaining unit members.

E. No Strike

The Association agrees that there will be no strike or any other type of action which would tend to interfere with the operation of the schools during the life of this agreement.

F. Education Special Needs Students

It is the responsibility of the Millcreek-West Unity Schools to educate all students of the school district. Students in our district that require special needs education will be educated in programs provided by the local school or programs provided by the County Board of Education or other agencies that provide special need services.

The school is mandated to meet the needs of these special students. The criteria to meet the needs of these students are:

1. Proper evaluation of the students according to guidelines of the State of Ohio, Williams County and Millcreek-West Unity Local Schools.
2. The Individual Education Plan (IEP) is used as the model for assignment of the student and the educational outcomes for the students.
3. It is the intent of the Millcreek-West Unity Schools to support all staff in meeting our students' special needs. The instructional staff will be consulted, assisted and supported by school psychologists, special education staff and administration. It will be a cooperative effort to insure a positive educational experience.
4. It is the intent of Millcreek-West Unity to provide professional development to staff on dealing with special needs students. The Millcreek-West Unity Schools will provide professional development opportunities to staff on dealing with special need students.

The Millcreek-West Unity Schools will provide quality educational opportunities to all students. It is the responsibility of teachers, administration and board of education to cooperatively provide the education to all segments of our student population.

G. Separability

1. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue to full force and effect.
2. It is further agreed that within ten (10) days of receipt of notification to either party of the court's actions, negotiations shall commence, during which a new agreement on such matter shall be reached.

H. Just Cause

No teacher shall be disciplined, reduced in rank or compensation without just cause.

I. Union Rights

The Union shall receive the complete Board Agenda and accompanying data at the same time it is sent to Board Members, Approved Board minutes, all documents of public record on request and can address any subject at any Board Meeting.

J. Local Professional Development Committee

The Millcreek Local Professional Development Committee (LPDC) shall determine whether course work that a district teacher or a district administrator proposes to complete meet the requirements of the State Board of Education Rules found in section 3319.24, et seq. Of the Ohio Administrative Code.

The Millcreek LPDC policy, procedures, and governance shall not supersede this negotiated agreement. Proposals to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement.

The LPDC shall be composed of at least five (5) members, a majority of which shall be selected by the Millcreek Education Association. Members shall be selected for a three year term with alternate selection.

The LPDC members shall elect its chairperson.

The LPDC members shall determine the meeting times, places, dates, and frequency of meetings to be held.

The LPDC shall determine its rules for voting, planning, or other organizational issues that are in compliance with the Master Contract and the Ohio Revised Code.

The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Development Plans (IPDP's) and/or course/activity proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved. The Board shall provide a confidential secretary to keep and maintain the records of the LPDC.

Appeals of decision of the LPDC shall be directed to the LPDC Appeals Committee which is separate and apart from the LPDC. The LPDC shall determine the composition of the LPDC Appeals Committee. Should the decision of the LPDC Appeals Committee be unsatisfactory to the teacher member, the member shall have the right to appeal to the State level body.

K. Resident Educator Mentor Program

The Board of Education and the Association will comply with the requirements of the Ohio Department of Education Resident Educator Program.

The evaluation of the Resident Educator Mentor through OTES shall not include evaluation of the performance of the ODE specified duties for a Mentor.

All communications and interactions between the Resident Educator and the Mentor are confidential. Except in cases of emergency, or when otherwise required by law, the Resident Educator Mentor shall not provide, nor shall the administration use for evaluation purposes, any information obtained by the Resident Educator Mentor through the Mentor program.

At any time, either the Mentor or the Resident Educator Mentor may exercise the option to have a new Mentor assigned by the Board of Education.

COMPENSATION:

1. The mentor teacher shall be given a supplemental contract in an amount as follows per mentee:

Yr 1 – 750

Yr 2 – 750  
Yr 3 – 500  
Yr 4 - 500

2. The District Mentor Coordinator shall be given a supplemental contract in an amount of \$500 per entry teacher, not to exceed \$2000/year per year payable upon completion of assignment
3. Travel allowance and other related expenses shall be granted where appropriate

#### **ARTICLE 9** **MASTER TEACHER**

The Millcreek-West Unity Board of Education and the Millcreek-West Unity Education Association agree to establish a Master Teacher Committee. The purpose of this committee is to designate teachers in the building/district as master teachers.

The Committee shall be odd-numbered [up to five (5) members] and shall be comprised of a majority of Board employed practicing teachers and a minority of Superintendent appointed administration representation.

The master teacher committee shall determine the time, location, and number of committee meetings.

The master teacher committee members shall jointly establish its Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure.

The Association shall determine the length of the term of office for the local Association member serving on the master teacher committee.

Under no circumstances is the involvement in the activities of the master teacher committee to be used for adverse employment decisions by the employer.

Nothing in the master teacher committee process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.

In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

As determined by the committee, the Association master teacher committee members shall be provided on-going training by the employer to ensure consistent application of the master teacher criteria.

The master teacher members shall be provided release time to perform any and all work pertaining to the master teacher committee duties.

The master teacher committee shall be provided with the equipment, paper, and other materials necessary to perform its duties, as well as adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.

The master teacher committee shall determine its own appeals procedure. The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement. Issues for appeal are limited to procedural matters in the master teacher committee appeals process.

#### **ARTICLE 10** **SALARY AND FRINGE BENEFITS**

- A. Professional Salary Schedule

The professional salary schedule shall have a beginning salary of \$29,665 at the 0 years experience level with a Bachelor's Degree for the 2014-2015 school year and \$30,258 for the 2015-2016 school year. There shall be a reopener for salary only in the 2016-2017 school year. The professional salary schedule is on Attachment I at the end of this agreement.

B. Supplemental Salary Schedule

The supplemental salary schedule will be calculated from the 0 years experience and Bachelor's Degree level of the professional salary schedule. The complete supplemental schedule is on Attachment II at the end of this agreement.

The Board and the Local Association shall be free to discuss and, if mutual agreement is reached enter into a Memorandum of Understanding (MOU) pertaining to supplemental contracts. The base is 0% increase each year but experience steps shall be awarded.

C. Health Insurance

The Board of Education will provide the following costs of medical insurance for the certified staff for the school year beginning July 1, 2011 through June 30, 2014.

1. Employee coverage – 97.5% – Access +
2. Family coverage – 95% – Access +

Any yearly premium increase that exceeds ten percent (10%) shall be split evenly between the Board of Education and the Association's membership. The increase in employee's insurance premium deduction will commence with the district's January insurance payment to NBEC each year of the contract. Notice will be given to each affected employee prior to the increased deduction.

D. Vision Insurance

The Board of Education will provide the following costs of vision insurance for the certified staff.

1. Employee Coverage-Full cost
2. Family Coverage-Full cost

E. Dental Insurance

The Board of Education will provide the following costs of dental insurance for the certified staff.

1. Employee coverage – Full cost.
2. Family coverage – Full cost.

F. Life Insurance

The Board of Education will provide the following coverage of term life insurance for the certified staff.

1. \$25,000.00 per employee

Members may purchase supplemental life at members cost.

G. Incentive for Non-Use of Health Insurance

A full-time bargaining unit member who is eligible for the Millcreek-West Unity Local School insurance program and who chooses not to take the Millcreek-West Unity Local School health insurance will be reimbursed \$2,000.00 per year. A part-time bargaining unit member who is eligible for the Millcreek-West Unity Local School health insurance program will be reimbursed \$1,000.00 per year for not taking the Millcreek-West Unity Local School health insurance. This procedure shall be in effect for the duration of the agreement as long as the person remains eligible for health insurance benefits as defined above. A full-time employee that moves from family coverage to single coverage will receive a one-time only stipend of \$2,000.00. The stipend will be

paid in two payments, December 15th and August 15th. Employees must request the drop in health insurance coverage by July 1.

H. The Board will provide a 125 tax shelter program to the employees.

I. Severance Pay

Severance Pay shall be a one-time lump sum payment. Receipt of payment as described following for the accrued but unused sick leave when the employee retires shall eliminate all sick leave credit accrued by the employee.

Eligibility for severance pay shall be determined as of the final date of employment. To be eligible, a teacher must retire from the school system under the State Teachers Retirement System of Ohio. To be eligible for severance pay, a teacher must request severance pay and submit evidence such as a check from the retirement system or a letter stating intent to retire and completion of the State application for retirement benefits. Severance pay must be requested for and collected within the same calendar year of the actual date of retirement.

The benefit to be paid will be the product of the days of accumulative sick leave multiplied by 25% or 38 days, whichever is less, multiplied by the per diem rate of pay at date of last service for the certified staff.

For those certified staff members with 10-19 years of service with the Millcreek-West Unity School District, the maximum number of days of severance will be 25% of 200 accumulated sick leave days or 50 total days. For those certified staff members with twenty (20) or more years of service with the Millcreek-West Unity School District, the maximum number of severance pay will be 25% of 240 accumulated sick leave days or 60 total days.

The per diem rate of pay shall be determined by dividing the employee's salary in effect for that school year by the number of days that teacher is required to work during the year of retirement.

J. College Compensation

The Board of Education will pay 50% quarter hour or semester hours of graduate school training that is college coursework that should be related to education and approved by the Superintendent prior to the beginning of the actual class. If this class is taken during the school year, payment will be made upon submitting of grade report providing no indication of resignation has been made. If work is taken during the summer, payment will be made in September of the school year following the work providing the teacher continues to be a member of the Millcreek-West Unity faculty. There is no limit as to the number of courses that will be approved for payment during the summer, but only two (2) courses per quarter or semester during the school year will be approved. The maximum Board of Education expenditure for each year of the contract will be fifteen thousand dollars (\$15,000.00) with no more than one thousand five hundred dollars (\$1,500.00) for any one individual teacher. This will not be paid for minimal certification for eligibility for a different teaching position. Employees must work for the school district one full year after receiving tuition reimbursement or the amount received for that year must be reimbursed to the school district. Employees that retire during the year are not required to reimburse tuition used during that year.

K. State Teachers Retirement System "Pick-Up"

The Board will designate the certified teacher's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board (as defined by Internal Revenue Service Ruling 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 teacher's income reported by the Board as subject to Federal and Ohio income tax shall be the teacher's total gross income reduced mandatory employee State Teacher Retirement contributions which have been designated as "picked-up". The amount designated as "picked-up" by the Board shall be included in computing any final average salary for retirement purposes.

Since aforementioned group employee contributions are mostly designated as "picked-up" by the Board, this provision requires no additional Board expense.

The "picked-up" salary reduction shall apply uniformly to all members of the teaching staff. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the pick-up. This program was implemented on August 24, 1984.

L. Salary and Fringe Benefits (Part-Time Employee Benefits)

Those certified staff members employed on a part-time basis will be offered health, dental and life insurance at a rate equal to the time of employment as compared with a full-time teacher.

M. Drug-Free Workplace

No employee of the Millcreek-West Unity Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law.

"Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district where work on a federal grant is performed.

As a condition of employment, each employee who is engaged in performance of a federal grant shall notify his supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five days after such conviction.

An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such program, the employee shall be non-renewed or employment may be suspended or terminated, at the discretion of the Board.

Sanctions against employees, including non-renewal, suspension and termination shall be in accordance with prescribed school district administrative regulations and procedures.

N. Tuition Waiver - attendance of children for professional staff members who are not residents of the district.

Children of non-resident professional staff members of the Millcreek-West Unity School District shall be admitted through the open enrollment policy to the Millcreek-West Unity Schools provided space and programs are available, as determined by the superintendent, and the child has not been a discipline or attendance problem in his/her school district of residence. In addition, if a child has a special need which requires an expenditure of money for that child in excess of the average expenditure per child expended by the Board of Education on a district wide basis, the employee will be responsible for the amount spent to educate his/her child in excess of the district's average expenditure per child.

Applications must be filed for each child by July 1<sup>st</sup>, prior to the beginning of the school year of desired attendance. The application shall be filed at the superintendent's office.

**ARTICLE 11**  
**TERMS OF AGREEMENT**

A. Modification of Agreement

This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.

B. Entire Agreement

This agreement contains the entire agreement between the two parties and neither party shall be required to negotiate upon any issue either in or out of this agreement, during the life of this agreement except as otherwise provided in this agreement.

C. Duration of Agreement

This agreement will become effective July 1, 2014 and will continue in effect until June 30, 2017.

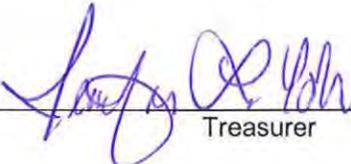
MILLCREEK-WEST UNITY  
EDUCATION ASSOCIATION

MILLCREEK-WEST UNITY  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
Treasurer

8/18/2014  
\_\_\_\_\_  
Date

8/18/14  
\_\_\_\_\_  
Date

## Steps given each year of contract

MILLCREEK-WEST UNITY SCHOOLS - IRN  
050633

## CERTIFIED SALARY SCHEDULE 2014-2015

2%

<u>YEARS</u>	<u>BACHELORS</u>		<u>5-YEAR</u>		<u>MASTERS</u>	
0	29,665	1.00	30,852	1.040	32,632	1.10
1	30,852	1.04	32,187	1.085	34,115	1.15
2	32,039	1.08	33,522	1.130	35,598	1.20
3	33,225	1.12	34,857	1.175	37,082	1.25
4	34,412	1.16	36,192	1.220	38,565	1.30
5	35,598	1.20	37,527	1.265	40,048	1.35
6	36,785	1.24	38,862	1.310	41,531	1.40
7	37,972	1.28	40,197	1.355	43,015	1.45
8	39,158	1.32	41,531	1.400	44,498	1.50
9	40,345	1.36	42,866	1.445	45,981	1.55
10	41,531	1.40	44,201	1.490	47,464	1.60
11	42,718	1.44	45,536	1.535	48,948	1.65
12	43,905	1.48	46,871	1.580	50,431	1.70
13	45,091	1.52	48,206	1.625	51,914	1.75
14	46,278	1.56	49,541	1.670	53,397	1.80
15	47,464	1.60	50,876	1.715	54,881	1.85
16	48,651	1.64	52,211	1.760	56,364	1.90
18	49,838	1.68	53,546	1.805	57,847	1.95
21	51,024	1.72	54,881	1.850	59,331	2.00
24	52,211	1.76	56,216	1.895	60,814	2.05
27	53,397	1.80	57,551	1.940	62,297	2.10

**MILLCREEK-WEST UNITY SCHOOLS - IRN  
050633**

**CERTIFIED SALARY SCHEDULE 2015-2016**

2%

<u>YEARS</u>	<u>BACHELORS</u>		<u>5-YEAR</u>		<u>MASTERS</u>	
0	30,258	1.00	31,469	1.040	33,284	1.10
1	31,469	1.04	32,830	1.085	34,797	1.15
2	32,679	1.08	34,192	1.130	36,310	1.20
3	33,889	1.12	35,554	1.175	37,823	1.25
4	35,100	1.16	36,915	1.220	39,336	1.30
5	36,310	1.20	38,277	1.265	40,849	1.35
6	37,520	1.24	39,638	1.310	42,362	1.40
7	38,731	1.28	41,000	1.355	43,875	1.45
8	39,941	1.32	42,362	1.400	45,387	1.50
9	41,151	1.36	43,723	1.445	46,900	1.55
10	42,362	1.40	45,085	1.490	48,413	1.60
11	43,572	1.44	46,447	1.535	49,926	1.65
12	44,782	1.48	47,808	1.580	51,439	1.70
13	45,993	1.52	49,170	1.625	52,952	1.75
14	47,203	1.56	50,531	1.670	54,465	1.80
15	48,413	1.60	51,893	1.715	55,978	1.85
16	49,624	1.64	53,255	1.760	57,491	1.90
18	50,834	1.68	54,616	1.805	59,004	1.95
21	52,044	1.72	55,978	1.850	60,517	2.00
24	53,255	1.76	57,339	1.895	62,029	2.05
27	54,465	1.80	58,701	1.940	63,542	2.10

**MILLCREEK WEST UNITY SCHOOLS**  
**SUPPLEMENTAL SALARY SCHEDULE**  
2014-2015

P. 1

**\$29,665 Base: Bachelors Zero**

Position Title-----	0-2 Years	Contract \$	3-5 Years	Contract \$	6+ Years	Contract \$
Athletic Director-----	0.170	\$ 5,043	0.180	\$ 5,340	0.200	\$ 5,933
Assistant Athletic Director-----	0.090	\$ 2,670	0.110	\$ 3,263	0.130	\$ 3,856
Varsity Football/Volleyball/Basketball-----	0.160	\$ 4,746	0.170	\$ 5,043	0.190	\$ 5,636
Varsity Golf/Cross Country/Softball/Baseball/Track-----	0.110	\$ 3,263	0.120	\$ 3,560	0.140	\$ 4,153
Jr Varsity Coach - FB(2)/VB(1)/Basketball(1)-----	0.092	\$ 2,729	0.110	\$ 3,263	0.130	\$ 3,856
Assistant Coach Football/Baseball/Softball/Track-----	0.064	\$ 1,899	0.080	\$ 2,373	0.090	\$ 2,670
9th Grade Basketball-----	0.064	\$ 1,899	0.080	\$ 2,373	0.090	\$ 2,670
Jr High Football/Volleyball/Basketball-----	0.060	\$ 1,780	0.075	\$ 2,225	0.090	\$ 2,670
Jr High Track-----	0.056	\$ 1,661	0.070	\$ 2,077	0.085	\$ 2,522
Jr High Golf-----	0.040	\$ 1,187	0.050	\$ 1,483	0.060	\$ 1,780
Elementary Basketball-----	0.024	\$ 712	0.030	\$ 890	0.040	\$ 1,187
Strength Coach-----	0.054	\$ 1,602	0.065	\$ 1,928	0.080	\$ 2,373
Varsity-Reserve Cheerleading Advisor Full Season	0.095	\$ 2,818	0.115	\$ 3,411	0.135	\$ 4,005
Varsity-Reserve Cheerleading Advisor One Sport-----	0.045	\$ 1,335	0.055	\$ 1,632	0.065	\$ 1,928
Jr High Cheerleading Advisor Full Season-----	0.075	\$ 2,225	0.083	\$ 2,462	0.091	\$ 2,700
Marching & Pep Band Director-----	0.025	\$ 742	0.030	\$ 890	0.035	\$ 1,038
Vocal Music Director-Choir-----	0.025	\$ 742	0.030	\$ 890	0.035	\$ 1,038

EXPERIENCE CREDIT COACHES----- Coaches moving to a lower level in the same sport will receive credit.  
Coaches moving to a higher level in the same sport will not receive credit.  
New Head Coaches to the district will be given experience credit.

<b>\$29,665 Base: Bachelors Zero</b>						
<b>Position Title-----</b>	<b>0-2 Years</b>	<b>Contract \$</b>	<b>3-5 Years</b>	<b>Contract \$</b>	<b>6+ Years</b>	<b>Contract \$</b>
Senior/Sophomore/Freshman Class Advisor-----	0.020	\$ 593	0.025	\$ 742	0.030	\$ 890
Junior Class Advisor-----	0.040	\$ 1,187	0.050	\$ 1,483	0.060	\$ 1,780
Student Council Advisor-----	0.024	\$ 712	0.030	\$ 890	0.035	\$ 1,038
Yearbook Advisor -After School -----	0.080	\$ 2,373	0.100	\$ 2,967	0.120	\$ 3,560
-During School-----	0.060	\$ 1,780	0.070	\$ 2,077	0.080	\$ 2,373
Drama Club Advisor-----	0.028	\$ 831	0.035	\$ 1,038	0.042	\$ 1,246
Musical/Play Production-----	0.035	\$ 1,038	0.042	\$ 1,246	0.049	\$ 1,454
Assistant Musical/Play Production-----	0.020	\$ 593	0.025	\$ 742	0.030	\$ 890
Musical/Choir Pianist-----	0.010	\$ 297	0.015	\$ 445	0.020	\$ 593
National Honor Society Advisor-----	0.016	\$ 475	0.020	\$ 593	0.025	\$ 742
Science Fair Advisor-----	0.024	\$ 712	0.030	\$ 890	0.040	\$ 1,187
High School Quiz Bowl Advisor-----	0.024	\$ 712	0.030	\$ 890	0.040	\$ 1,187
Elementary and Jr High Quiz Bowl-----	0.024	\$ 712	0.030	\$ 890	0.035	\$ 1,038
<b>District Flat Rate Stipends-----</b>						
Freshman Volleyball Coach-----	\$1000 Flat Rate for Season					
Mentor Coordinator & Resident Educator Mentor-----	\$750/Mentor-Yr 1&2; \$500/mentor-Yr 3&4;Max \$2000- Mentor Coordinator					
Intervention Assistance Team Member-----	\$150 Stipend Per Team Member					
Local Professional Development Committee-----	\$400 Stipend Per Committee Member - 4 Teachers, 1 Administrator					
Kindergarten Graduation Program-----	\$150 Stipend Per Kindergarten Teacher & Elementary Music Teacher					

**SUPPLEMENTAL SALARY SCHEDULE**

2015-2016

P. 1

<b>\$30,258 Base: Bachelors Zero</b>						
<b>Position Title-----</b>	<b>0-2 Years</b>	<b>Contract \$</b>	<b>3-5 Years</b>	<b>Contract \$</b>	<b>6+ Years</b>	<b>Contract \$</b>
Athletic Director-----	0.170	\$ 5,144	0.180	\$ 5,446	0.200	\$ 6,052
Assistant Athletic Director-----	0.090	\$ 2,723	0.110	\$ 3,328	0.130	\$ 3,934
Varsity Football/Volleyball/Basketball-----	0.160	\$ 4,841	0.170	\$ 5,144	0.190	\$ 5,749
Varsity Golf/Cross Country/Softball/Baseball/Track--	0.110	\$ 3,328	0.120	\$ 3,631	0.140	\$ 4,236
Jr Varsity Coach - FB(2)/VB(1)/Basketball(1)-----	0.092	\$ 2,784	0.110	\$ 3,328	0.130	\$ 3,934
Assistant Coach Football/Baseball/Softball/Track---	0.064	\$ 1,937	0.080	\$ 2,421	0.090	\$ 2,723
9th Grade Basketball-----	0.064	\$ 1,937	0.080	\$ 2,421	0.090	\$ 2,723
Jr High Football/Volleyball/Basketball-----	0.060	\$ 1,815	0.075	\$ 2,269	0.090	\$ 2,723
Jr High Track-----	0.056	\$ 1,694	0.070	\$ 2,118	0.085	\$ 2,572
Jr High Golf-----	0.040	\$ 1,210	0.050	\$ 1,513	0.060	\$ 1,815
Elementary Basketball-----	0.024	\$ 726	0.030	\$ 908	0.040	\$ 1,210
Strength Coach-----	0.054	\$ 1,634	0.065	\$ 1,967	0.080	\$ 2,421
Varsity-Reserve Cheerleading Advisor Full Season	0.095	\$ 2,875	0.115	\$ 3,480	0.135	\$ 4,085
Varsity-Reserve Cheerleading Advisor One Sport---	0.045	\$ 1,362	0.055	\$ 1,664	0.065	\$ 1,967
Jr High Cheerleading Advisor Full Season-----	0.075	\$ 2,269	0.083	\$ 2,511	0.091	\$ 2,753
Marching & Pep Band Director-----	0.025	\$ 756	0.030	\$ 908	0.035	\$ 1,059
Vocal Music Director-Choir-----	0.025	\$ 756	0.030	\$ 908	0.035	\$ 1,059
EXPERIENCE CREDIT COACHES----- Coaches moving to a lower level in the same sport will receive credit. Coaches moving to a higher level in the same sport will not receive credit. New Head Coaches to the district will be given experience credit.						

**SUPPLEMENTAL SALARY SCHEDULE**  
2015-2016

P. 2

<b>\$30,258 Base: Bachelors Zero</b>						
Position Title-----	0-2 Years	Contract \$	3-5 Years	Contract \$	6+ Years	Contract \$
Senior/Sophomore/Freshman Class Advisor-----	0.020	\$ 605	0.025	\$ 756	0.030	\$ 908
Junior Class Advisor-----	0.040	\$ 1,210	0.050	\$ 1,513	0.060	\$ 1,815
Student Council Advisor-----	0.024	\$ 726	0.030	\$ 908	0.035	\$ 1,059
Yearbook Advisor -After School -----	0.080	\$ 2,421	0.100	\$ 3,026	0.120	\$ 3,631
-During School-----	0.060	\$ 1,815	0.070	\$ 2,118	0.080	\$ 2,421
Drama Club Advisor-----	0.028	\$ 847	0.035	\$ 1,059	0.042	\$ 1,271
Musical/Play Production-----	0.035	\$ 1,059	0.042	\$ 1,271	0.049	\$ 1,483
Assistant Musical/Play Production-----	0.020	\$ 605	0.025	\$ 756	0.030	\$ 908
Musical/Choir Pianist-----	0.010	\$ 303	0.015	\$ 454	0.020	\$ 605
National Honor Society Advisor-----	0.016	\$ 484	0.020	\$ 605	0.025	\$ 756
Science Fair Advisor-----	0.024	\$ 726	0.030	\$ 908	0.040	\$ 1,210
High School Quiz Bowl Advisor-----	0.024	\$ 726	0.030	\$ 908	0.040	\$ 1,210
Elementary and Jr High Quiz Bowl-----	0.024	\$ 726	0.030	\$ 908	0.035	\$ 1,059
<b>District Flat Rate Stipends-----</b>						
-----						
Freshman Volleyball Coach-----	\$1000 Flat Rate for Season					
Mentor Coordinator & Resident Educator Mentor----	\$750/Mentor-Yr 1&2; \$500/mentor-Yr 3&4;Max \$2000- Mentor Coordinator					
Intervention Assistance Team Member	\$150 Stipend Per Team Member					
Local Professional Development Committee-----	\$400 Stipend Per Committee Member - 4 Teachers, 1 Administrator					
Kindergarten Graduation Program-----	\$150 Stipend Per Kindergarten Teacher & Elementary Music Teacher					